

# SJ Exhibit 18

AFFIDAVIT  
CUSTODIAN OF RECORDS

1. My name is Alex Corbin, I am of sound mind, capable of making this Affidavit, and personally acquainted with the facts herein stated.

2. I am a Forensic Analyst and a custodian of the records of Waste Management of Missouri, Inc.

3. Attached hereto are 66 documents from Waste Management of Missouri, Inc. All of these records are kept by Waste Management of Missouri, Inc. in the regular course of its business, and it was the regular course of the business of an employee or representative of the corporation, with knowledge of the act, event, condition, opinion, or diagnosis recorded, to make the record or to transmit the information thereof to be included in such record; and the record was made at or near the time of the act, event, condition, opinion, or diagnosis.

4. The records attached hereto are the original or exact duplicates of the original.



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Custodian of Records

Dated: 3/17/21

**To:** Crawford, Lynn[crawfordl@stlouis-mo.gov]  
**From:** Baiser, Amy["/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=4780E36FC09F40CE8EE5DBBAF7A4A0B7-AWISER"]  
**Sent:** Thur 10/3/2019 12:58:12 PM (UTC-05:00)  
**Subject:** RE: [EXTERNAL] Fwd: Fwd: Waste Management Contact

Hey Lynn,

Sorry for the delay on this. I plugged your account into the State of Missouri system to give you rates based off that agreement and it would actually increase your bill. You currently pay \$393.53/month and if I put you on with the State of MO, I would have to increase your rate by \$8.47/month. Not a huge increase, but still an increase. Since it isn't a crazy increase, I can see if I can get approval to leave it the same and sign at your current rate of \$393.53. If I can get that approved, would that work for you?

100-185123 ST LOUIS GATEWAY TRANSPRTN CTR 430 S 15TH ST CM

**Amy Baiser**  
Account Manager  
[awiser@wm.com](mailto:awiser@wm.com)

**Waste Management**  
7320 Hall St.  
St. Louis, MO 63147  
Cell 314 305 1716

**From:** Crawford, Lynn <crawfordl@stlouis-mo.gov>  
**Sent:** Tuesday, September 17, 2019 4:20 PM  
**To:** Baiser, Amy <AWiser@wm.com>  
**Subject:** [EXTERNAL] Fwd: Fwd: Waste Management Contact

Amy, per our conversation last week, here is a copy of emails sent and received from Sandy Edwards. The City of St. Louis Transportation System had a contract with WM of Illinois. See enclosed. However, it has been determined that this contract has expired. Also, upon further review of the contract document, the City employee who signed the original agreement does not have the authority to enter the City into a contract. Therefore, what the City would like to do is enter into an agreement with Waste Management based on the State of Missouri Contract (CS191017003) with your company. The service we are requiring is the same as on the now expired contract. 6x week pickup, 2 each 4 yard containers. What we need is pricing information for daily service to City of St. Louis, Gateway Transportation Center, 430 S. 15th Street, St. Louis, MO 63103. We will also need a rate for extra pickups, if needed. We will also need any other fees associated. All services are to be based on the contract with the State.

Thank you for your cooperation and a prompt response would be appreciated.

Any questions, let me know.

Lynn

----- Forwarded message -----

**From:** Edwards, Sandra <[sedward9@wm.com](mailto:sedward9@wm.com)>  
**Date:** Wed, Aug 21, 2019 at 10:23 AM  
**Subject:** RE: Fwd: Waste Management Contact  
**To:** Crawford, Lynn <[crawfordl@stlouis-mo.gov](mailto:crawfordl@stlouis-mo.gov)>

**From:** Crawford, Lynn <[crawfordl@stlouis-mo.gov](mailto:crawfordl@stlouis-mo.gov)>  
**Sent:** Thursday, August 15, 2019 4:38 PM  
**To:** Edwards, Sandra <[sedward9@wm.com](mailto:sedward9@wm.com)>  
**Cc:** Judy Armstrong <[ArmstrongJU@stlouis-mo.gov](mailto:ArmstrongJU@stlouis-mo.gov)>  
**Subject:** [EXTERNAL] Fwd: Waste Management Contact

**SJ Exhibit 18-1**

I am still waiting for pricing information for trash collection services for the City of St. Louis. Please let me know if Waste Management will or will not provide these services for us through the State of Mo contract. Your prompt response would be appreciated.

Thank you,

Lynn

----- Forwarded message -----

From: **Crawford, Lynn** <[crawfordl@stlouis-mo.gov](mailto:crawfordl@stlouis-mo.gov)>

Date: Thu, Aug 8, 2019 at 5:38 PM

Subject: Re: Waste Management Contact

To: Edwards, Sandra <[sedward9@wm.com](mailto:sedward9@wm.com)>

Sandra, just following up on pricing. Please advise.

Thank you,

Lynn

On Fri, Aug 2, 2019 at 4:03 PM Edwards, Sandra <[sedward9@wm.com](mailto:sedward9@wm.com)> wrote:

Thank you for your call today. I will get that pricing to next week.

Thank you,

Sandy Edwards

Account Manager - MO Valley

**Waste Management**

Cell - 314-365-3239

[Sedward9@wm.com](mailto:Sedward9@wm.com)

**Cust Svc - 800 989 2783**

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**Recycling is a good thing. Please recycle any printed emails.**

--

**Lynn Crawford**,CPPB/Deputy Supply Commissioner

City of St. Louis

1200 Market Street, Room 324

St. Louis, MO 63103

314-622-4716

314-622-4141 fax

--

**Lynn Crawford**,CPPB/Deputy Supply Commissioner

City of St. Louis

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St. Louis, MO 63103

314-622-4716

314-622-4141 fax

**SJ Exhibit 18-2**



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**Lynn Crawford**,CPPB/Deputy Supply Commissioner  
City of St. Louis  
1200 Market Street, Room 324  
St. Louis, MO 63103  
314-622-4716  
314-622-4141 fax



Waste Management of Missouri, Inc.  
700 E Butlerfield Rd 4th FL  
Lombard, IL, 60148-8006  
(800) 796-8888

WM Agreement #  
Customer Acct #  
Acct. Name  
Salesperson  
Effective Date  
Last API Date

S0008787019  
100-186123  
ST LOUIS GATEWAY  
TRANSPRTN CTR  
Dena Rossi  
8/1/2017  
06/22/2012

## Service Agreement Non-Hazardous Waste Service Summary

### Service Information

Name **ST LOUIS GATEWAY  
TRANSPRTN CTR** Contact **ROBIN S JONES**  
Address **430 S 15TH ST** Telephone # **3148121430**  
City/State/Zip **SAINT LOUIS, MO  
63103-2807** Fax #  
County/Parish **SAINT LOUIS CITY** Email **jonesr@stlouis-city.com**

### Customer Comments:

### Service Description & Recurring Rates

Quantity	Equipment	Material/Stream	Frequency	Base Rate
2	4 Yard PCL	MSW Commercial	6x Per Week	\$ 340.00
				Fuel & Environmental/ROR \$ 0.00

Current rate for Extra Pickup (per Lift): \$ 180.00

Customer's Waste Materials not to exceed an average weight of lbs/yard.  
Initial One Time Service Charges\*

### As Needed Services\*

The above listed Charges are for recurring services only. Charges for all additional services will be at current rates at the time of service. These include but are not limited to: extra pickups, container removal, overages and contamination. Contact Waste Management for a full list of such additional services and current prices.

\*Fuel Surcharge, Environmental Charge, and Regulatory Cost Recovery ("RCR") Charge apply to all other Charges whether or not listed on this summary; any amounts shown above are estimated, and actual amounts will be calculated at the time of invoicing based on a percentage of the Charges. Information about these charges can be found at [www.wm.com/811help](http://www.wm.com/811help). State & Local taxes, and/or fees and a Recycle Material Offset, if applicable, will also be added to the Charges. An Administrative Charge per invoice will be assessed and can be removed by enrolling in paperless statements and automated payments.

Contract Term for monthly rate services is for 3 year(s) from the Effective Date ('Initial Term') and it shall automatically renew thereafter for additional terms of 36 months ('Renewal Term') unless terminated as set forth herein.

The individual signing this agreement on behalf of customer acknowledges that he/she has read and accepts the terms and conditions of this agreement which accompany this service summary sheet and that he/she has the authority to sign on behalf of the customer.

*James M. Garavaglia*  
Customer Signature

JAMES M. GARAVAGLIA  
Printed Name

DEPUTY COMPTROLLER  
Title

5-22-17  
Date

*Dena Rossi*  
Company Waste Management of Missouri, Inc.

Dena Rossi  
Printed Name

Waste Management Sales Rep.  
Title

5/25/17  
Date

Terms and Conditions on following page(s)

**To:** Crawford, Lynn[crawfordl@stlouis-mo.gov]  
**Cc:** Judy Armstrong[ArmstrongJU@stlouis-mo.gov]  
**From:** Baiser, Amy["/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=4780E36FC09F40CE8EE5DBBAF7A4A0B7-AWISER"]  
**Sent:** Fri 10/4/2019 10:50:27 AM (UTC-05:00)  
**Subject:** RE: [EXTERNAL] Re: Fwd: Fwd: Waste Management Contact

Sounds good. I just need a PO from you and I will get it resigned under state of mo.

Amy Baiser  
Account Manager  
[awiser@wm.com](mailto:awiser@wm.com)

Waste Management  
7320 Hall St.  
St. Louis, MO 63147  
Cell 314 305 1716

**From:** Crawford, Lynn <crawfordl@stlouis-mo.gov>  
**Sent:** Thursday, October 3, 2019 4:19 PM  
**To:** Baiser, Amy <AWiser@wm.com>  
**Cc:** Judy Armstrong <ArmstrongJU@stlouis-mo.gov>  
**Subject:** [EXTERNAL] Re: Fwd: Fwd: Waste Management Contact

If you can, yes that will work for us. We will state issue the contract under the State Contract number.

Thank you,  
  
Lynn

On Thu, Oct 3, 2019 at 12:58 PM Baiser, Amy <[AWiser@wm.com](mailto:AWiser@wm.com)> wrote:  
Hey Lynn,

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To: Crawford, Lynn <[crawfordl@stlouis-mo.gov](mailto:crawfordl@stlouis-mo.gov)>

**From:** Crawford, Lynn <[crawfordl@stlouis-mo.gov](mailto:crawfordl@stlouis-mo.gov)>  
**Sent:** Thursday, August 15, 2019 4:38 PM  
**To:** Edwards, Sandra <[sedward9@wm.com](mailto:sedward9@wm.com)>  
**Cc:** Judy Armstrong <[ArmstrongJU@stlouis-mo.gov](mailto:ArmstrongJU@stlouis-mo.gov)>  
**Subject:** [EXTERNAL] Fwd: Waste Management Contact

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Thank you,

Lynn

----- Forwarded message -----

From: **Crawford, Lynn** <[crawfordl@stlouis-mo.gov](mailto:crawfordl@stlouis-mo.gov)>  
Date: Thu, Aug 8, 2019 at 5:38 PM  
Subject: Re: Waste Management Contact  
To: Edwards, Sandra <[sedward9@wm.com](mailto:sedward9@wm.com)>

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Thank you,

Lynn

On Fri, Aug 2, 2019 at 4:03 PM Edwards, Sandra <[sedward9@wm.com](mailto:sedward9@wm.com)> wrote:  
Thank you for your call today. I will get that pricing to next week.

Thank you,

Sandy Edwards  
Account Manager - MO Valley  
**Waste Management**  
Cell - 314-365-3239  
[Sedward9@wm.com](mailto:Sedward9@wm.com)

**Cust Svc - 800 989 2783**

**SJ Exhibit 18-6**

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**Recycling is a good thing. Please recycle any printed emails.**

--

**Lynn Crawford**,CPPB/Deputy Supply Commissioner  
City of St. Louis  
1200 Market Street, Room 324  
St. Louis, MO 63103  
314-622-4716  
314-622-4141 fax

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**Lynn Crawford**,CPPB/Deputy Supply Commissioner  
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**To:** Crawford, Lynn[crawfordl@stlouis-mo.gov]  
**From:** Baiser, Amy["/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=4780E36FC09F40CE8EE5DBBAF7A4A0B7-AWISER"]  
**Sent:** Mon 12/2/2019 9:12:36 AM (UTC-06:00)  
**Subject:** RE: [EXTERNAL] Waste Collection Services

I do not see why we would not. We do that for other customers.

**Amy Baiser**

Account Manager

[awiser@wm.com](mailto:awiser@wm.com)

**Waste Management**

7320 Hall St.

St. Louis, MO 63147

Cell 314 305 1716

**From:** Crawford, Lynn <crawfordl@stlouis-mo.gov>

**Sent:** Monday, December 2, 2019 9:09 AM

**To:** Baiser, Amy <AWiser@wm.com>

**Subject:** [EXTERNAL] Waste Collection Services

Amy, just want to let you know that Judy Armstrong will be contacting you on getting the service going through the state contract. Will your office accept a blanket purchase order for the remainder of our fiscal year to pay against the contract? Please advise.

Thank you,

--

**Lynn Crawford**,CPPB/Deputy Supply Commissioner

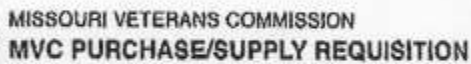
City of St. Louis

1200 Market Street, Room 324

St. Louis, MO 63103

314-622-4716

314-622-4141 fax



FACILITY	MVH ST LOUIS
LOCATION	ST LOUIS

DATE 08/08/2019		REQUESTED BY Brian "B.K." Chandler		DEPT. Housekeeping		LOCATION MVH - Loading Dock			
VENDOR Waste Management				ADDRESS 7320 Hall Street					
CITY St. Louis				STATE MO		ZIP 63147			
PHONE (314) 365-3239		FAX		SAM # VENDOR # 430992367K/MB0009389		VENDOR ACCOUNT #			
QTY	UNIT	ITEM DESCRIPTION	ITEM NUMBER	UNIT COST	TOTAL	ACTIV CODE	OBJECT CODE	REC'D	ISS'D
1	Each	34yd Self Contained Compactor				UT	2556	VC20	
1	Each	30yd Open Top Rolloff							
1	Each	8yd Recycle Dumpster 2x per Week							
				ORDER TOTAL	806.00				
COMMENTS									
Establishment of services under Statewide Contract CS191017003									
Needed to setup service delivery and scheduling. Please see attachment									
APPROVALS									
DEPARTMENT HEAD <i>[Signature]</i> 8/8/19					FACILITY APPROVAL <i>[Signature]</i> 8/8/19				
FOR ACCOUNTING USE ONLY									
BUDGET ALLOCATION <i>[Signature]</i> 8/8/19			AGENCY 812	ORGANIZATION 4550	FUND CODE 0460	APPROPRIATION 2344	BILL TO/SHIP TO		
ADDITIONAL INFORMATION/SPECIAL INSTRUCTIONS									
<i>By 9/23/19</i>									
FOR PURCHASING USE ONLY									
PO # SL.20.438		CONTRACT #		SAM # ORDER #		SAM # RECEIVER #			
ORDER PLACED BY						CREDIT CARD PURCHASE <input type="checkbox"/> YES <input type="checkbox"/> NO			
ORDER COMPLETION DATE		ITEMS DELIVERED TO		DATE					

**To:** Armstrong, Judy[armstrongju@stlouis-mo.gov]  
**Cc:** Lynn Crawford[CrawfordL@stlouis-mo.gov]  
**From:** Baiser, Amy["/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=4780E36FC09F40CE8EE5DBBAF7A4A0B7-AWISER"]  
**Sent:** Tue 12/3/2019 3:37:21 PM (UTC-06:00)  
**Subject:** RE: [EXTERNAL] Contact Info  
[filename-1.pdf](#)

Hello Judy!

Attached is an example of a PO that we received from another State of MO customer. The comments note that it is under Statewide Contract CS191017003. If you send something similar to this with your current pricing on it, we can do an updated agreement from there. If you do not wish to pay with a PO, we can send a regular agreement that still is in line with the State of MO terms.

**Amy Baiser**

Account Manager

[awiser@wm.com](mailto:awiser@wm.com)

**Waste Management**

7320 Hall St.

St. Louis, MO 63147

Cell 314 305 1716

**From:** Armstrong, Judy <armstrongju@stlouis-mo.gov>

**Sent:** Tuesday, December 3, 2019 8:38 AM

**To:** Baiser, Amy <AWiser@wm.com>

**Cc:** Lynn Crawford <CrawfordL@stlouis-mo.gov>

**Subject:** [EXTERNAL] Contact Info

Good morning Amy,

Below is my contact information.

Please forward me the forms we discussed this morning.

Thanks for your help,

Judy

**Judy L Armstrong | Fiscal Operations Support Manager**

Comptroller's Office | Appointing Authority

1520 Market St. Rm. 3005, St. Louis, MO 63103

314-657-3409 Office | 314-612-1690 Fax | 314-420-3906 Cell

[armstrongju@stlouis-mo.gov](mailto:armstrongju@stlouis-mo.gov) | <http://stlouis-mo.gov/>



STATEWIDE TRASH COLLECTION SERVICES DURATION: OCTOBER 1, 2019 THROUGH JANUARY 31, 2020			
Contract Supervisor	Catrina Brimer	314-622-3453	<a href="mailto:brimerca@stlouis-mo.gov">brimerca@stlouis-mo.gov</a>
Waste Management of Missouri, Inc.	Amy Baiser	314-704-2783 (T) 314-305-1716 (C)	<a href="mailto:AWiser@wm.com">AWiser@wm.com</a>

All terms and conditions of the State of Missouri Statewide contract prevails. Any variances from the terms and conditions, not agreed upon by both parties, shall be considered clerical error and void.

1. The City of St. Louis has approved the use of State of Missouri Contract as follows:

**Contract No. CS191017003 held by Waste Management of Missouri, Inc.. DUNS #:** \_\_\_\_\_

This is a cooperative agreement under the State of Missouri ☐ Office of Administration with a beginning date of October 1, 2019 for the City of St. Louis (See attached Statewide Contract for actual contract dates).

2. Departments may utilize Statewide Trash Collection Services under this contract. The contractor shall provide all trash receptacles requested by the City of St. Louis and shall place each such trash receptacle at locations designated by the City of St. Louis.
3. The contractor shall retain ownership of all trash receptacles provided and shall keep the trash receptacles in good mechanical and safe working condition. The contractor shall supply a replacement trash receptacle at no additional fee to the City of St. Louis in the case of a trash receptacle needing to be removed for repair or maintenance.
4. The contractor shall provide all trash collection services during business hours, between 8:00 a.m. and 5:00 p.m. Monday through Friday, excluding holidays, or on days and times mutually agreeable to the contractor and the City of St. Louis.
5. The contractor shall collect all types of trash from the trash receptacles, with the exception of hazardous waste and any other items that are prohibited by law from being disposed of in landfills.
6. The contractor shall be responsible for all permits, fees, and expenses related to the disposal of trash.
7. All City employees are expected to comply with the procurement process established by the Supply Division. Questions should be directed to Catrina Brimer, Contract Supervisor at (314) 622-3453.
8. The contractor's pricing can be obtained by contacting the contractor with trash collection requirements. To get this State of Missouri pricing, you have to establish an account with Waste Management of Missouri, Inc.
9. The contractor shall place the containers at locations designated by City of St. Louis using departments.
10. Trash Collection Services shall be provided on an as needed, if needed basis, or upon stated pickup schedules as mutually agreed upon. Payment Terms are Net 30 days.
11. Contractor shall provide a Certificate of Insurance naming the City of St. Louis as an Additional Insured regards to General Liability and Professional and Pollution Liability.
10. Usage will be monitored quarterly and any department found ordering in violation of City procedures will have the privilege of Using these contracts revoked.



STATE OF MISSOURI  
OFFICE OF ADMINISTRATION  
DIVISION OF PURCHASING

## NOTIFICATION OF STATEWIDE CONTRACT

Date: February 5, 2019

**CONTRACT TITLE:**           **Statewide Trash Collection Services**

<b>CURRENT CONTRACT PERIOD:</b>	<b>February 1, 2019 through January 31, 2020</b>	
<b>RENEWAL INFORMATION:</b>	Original Contract Period:	<b>February 1, 2019 through January 31, 2020</b>
	Renewal Options Available:	2
	Potential Final Expiration:	January 31, 2022
<b>BUYER INFORMATION:</b>	Tammy Michel (573) 751-3114 <a href="mailto:Tammy.michel@oa.mo.gov">Tammy.michel@oa.mo.gov</a>	

ALL PURCHASES MADE UNDER THIS CONTRACT MUST BE FOR **PUBLIC USE ONLY**.  
PURCHASES FOR PERSONAL USE BY PUBLIC EMPLOYEES OR OFFICIALS ARE PROHIBITED.

THE USE OF THIS CONTRACT IS **PREFERRED** FOR ALL STATE AGENCIES.

The entire contract document may be viewed and printed from the Division of Purchasing's **Awarded Bid & Contract Document Search** located on the Internet at

<http://oa.mo.gov/purchasing>.

*~ Instructions for use of the contract, specifications, requirements, and pricing are attached ~.*

CONTRACT NUMBER	SAM II VENDOR NUMBER/ MissouriBUYS SYSTEM ID	VENDOR INFORMATION	MBE/ WBE	COOP PROCUREMENT
CS191017001	8608977190 8/ MB00095209	Republic of Jefferson City 5645 Moreau River Access Road Jefferson City, MO 65101 Contact Person: Monte Krehbiel Phone: (573) 636-1105 Email: <a href="mailto:mkrehbiel@republicservices.com">mkrehbiel@republicservices.com</a>	No	Yes
<b>Counties Awarded:</b> Audrain, Boone, Callaway, Camden, Cole, Cooper, Hickory, Maries, Miller, Moniteau, Montgomery, Morgan, Osage, Phelps and Pulaski.				

CONTRACT NUMBER	SAM II VENDOR NUMBER/ MissouriBUYS SYSTEM ID	VENDOR INFORMATION	MBE/WBE	COOP PROCUREMENT
CS191017002	6507169040 3/ MB00093891	Republic Services of Quincy 3110 Kochs Lane Quincy IL 62305 Contact: Mark Starr Phone: (217) 391-2989 Email: <a href="mailto:mstarr@republicservices.com">mstarr@republicservices.com</a>	No	Yes
<b><u>Counties Awarded:</u></b> Audrain, Clark, Knox, Lewis, Marion, Monroe, Pike, Ralls, and Shelby				
CS191017003	4309923670 K/ MB00094486	Waste Management of Missouri, Inc. 7320 Hall Street St. Louis, MO 63147 Contact Person: Sandy Edwards Phone: (314) 365-3239 Email: <a href="mailto:sedward9@wm.com">sedward9@wm.com</a>	No	Yes
<b><u>Counties Awarded:</u></b> St. Louis County, Jefferson, St. Charles, St. Francois, Washington, Lincoln, Montgomery, Warren, Andrew, Atchison, Buchanan, Caldwell, Clay, Clinton, Dekalb, Davies, Gentry, Holt, Nodaway, and Platte				
CS191017004	4806348060 1/ MB00118215	Waste Management of Kansas Inc PO Box 9001054 Louisville, KY 40290 Contact Person: Wandell (Dell) Johnson Phone: (913) 242-1305 Email: <a href="mailto:wjohns26@wm.com">wjohns26@wm.com</a>	No	Yes
<b><u>Counties Awarded:</u></b> Jackson, Clay, and Platte (Commercial and Rolloff services Cass, Lafayette, and Ray (Rolloff services only)				

## STATEWIDE CONTRACT HISTORY

The following summarizes actions related to this Notification of Statewide Contract since its initial issuance. Any and all revisions have been incorporated into the attached document.

Contract Period	Issue Date	Summary of Changes
02/01/2019 <input type="checkbox"/> 01/31/2020	02/5/19	<ul style="list-style-type: none"><li>• Updated Awarded Counties for Contract CS191017001</li></ul>
02/01/2019 <input type="checkbox"/> 01/31/2020	01/28/19	<ul style="list-style-type: none"><li>• Corrected Buyer E-mail Address</li></ul>
02/01/2019 <input type="checkbox"/> 01/31/2020	01/28/19	<ul style="list-style-type: none"><li>• Initial issuance of new statewide contract</li></ul>

## INSTRUCTIONS FOR STATE AGENCIES

Pursuant to paragraph 1.2.1 herein, the state agency shall contact the lowest priced contractor. Refer to paragraph 1.2.1 for instructions on determination of the lowest priced contractor. The state agency will need to contact the contractor(s) to obtain quotes.

None of the contractors were awarded preference points.

## **1. CONTRACTUAL REQUIREMENTS**

### **1.1 General Requirements:**

- 1.1.1 The contractor shall provide trash collection services for the State of Missouri for various state agency locations (hereinafter referred to as the state agency), in accordance with the provisions and requirements stated herein and to the sole satisfaction of the state agency.
- a. For purposes of the contract, a state agency shall be defined as a division, section, bureau, office, program, board, regional/district office, etc., that exists within a department of Missouri State Government. For the purposes of this document, this shall also include the Judicial and Legislative branches of the State of Missouri.
  - b. The contractor shall provide services in the county/counties awarded, as specified on the Notice of Award issued by the Division of Purchasing.
- 1.1.2 The contractor shall provide services on an as needed, if needed basis. The State of Missouri does not guarantee any usage of the contract whatsoever. The contractor shall agree and understand that the contract shall be construed as a preferred use contract but shall not be construed as an exclusive arrangement.
- a. A contract for Solid Waste Management Services also exists. The state agency requesting trash services will have the option to determine which contract(s) to utilize.
  - b. Any state agency requesting trash services shall be required to use the trash services contract(s) established herein or use the Solid Waste Management Services contract unless an exemption is granted by the Division of Purchasing. In addition, the contractor shall agree and understand that the contract shall not be construed as an exclusive arrangement and if it is in the best interest of the State of Missouri and approved by the Division of Purchasing, a state agency may obtain alternate services elsewhere.
- 1.1.3 Cooperative Procurement Program - The contractor shall participate in the State of Missouri's Cooperative Procurement Program. The contractor shall provide trash collection services as described herein under the terms and conditions, requirements, and specifications of the contract, including prices, to other government entities in accordance with the Technical Services Act (section 67.360, RSMo, which is available on the internet at: <http://www.moga.mo.gov/mostatutes/stathtml/06700003601.html?&me=67.360>.) The contractor shall further understand and agree that participation by other governmental entities is discretionary on the part of that governmental entity and the State of Missouri bears no financial responsibility for any payments due the contractor by such governmental entities.
- 1.1.4 Personnel:
- a. Each state agency will identify a state agency designee to serve as the state agency contact and will provide the telephone number and email address of the assigned designee to the contractor. The contractor shall report to and follow the state agency designee's instructions.
  - b. The contractor shall designate a contact person who shall serve as the contractor's contact and shall be the liaison between the contractor and the state agency. By no later than five (5) business days after notification by the state agency to proceed with services, the contractor shall provide the state agency with the name, address, email address, and telephone number of the contractor's contact person. The contractor's contact person shall (1) oversee all services being provided, (2) assume responsibility and liability for services performed per the contract, and (3) serve as the primary point of contact with the state agency.

### **1.2 Determination of Services:**

1.2.1 Upon determination of the need for trash collection services, current pricing (receptacle rental price per pickup, frequency of pickup) and availability to perform the trash collection services will be requested from all contractors awarded a contract for that particular county. The state agency will award the services to the lowest priced contractor at the time of the need for the services, in accordance with the requirements stated herein.

a. The state agency shall determine the lowest priced contractor, including consideration of preferences, as specified below:

- 1) The state agency shall determine the lowest priced contractor by determining each contractor's total cost based upon the anticipated trash collection services required and the prices quoted by each contractor at the time of the need for services. Upon determination of each contractor's total cost, cost points shall be computed from the results of the calculation stated above using a scale of 200 possible points and the following formula:

$$\frac{\text{Lowest Responsive Contractor's Price}}{\text{Compared Contractor's Price}} \times 200 = \text{Cost evaluation points}$$

1.2.2 For those contractors awarded bonus preference points during the evaluation of RFPS30034901901017, such bonus preference points shall be added to the contractor's cost evaluation points. Contractors that proposed to include products and/or services manufactured, produced or assembled by a qualified nonprofit organization for the blind established pursuant to 41 U.S.C. sections 46 to 48c or a sheltered workshop holding a certificate of approval from the Department of Elementary and Secondary Education pursuant to section 178.920, RSMo were awarded five to fifteen (5-15) bonus preference points during the evaluation of RFPS30034901901017. Additionally, contractors that qualify as Missouri service-disabled veteran business enterprise were awarded the three (3) bonus preference points during the evaluation of RFPS30034901901017.

1.2.3 The contractor with the most points after totaling the cost evaluation points and preference points will be considered the lowest priced contractor, including consideration of preferences.

1.2.4 When trash collection services are required, the state agency shall provide the contractor with as much prior notice of the trash collection services as possible. In the event that there are multiple contractors, the state agency shall utilize the services of the lowest priced contractor, including consideration of preferences, (see determination of such contractor as specified above) for the required services. In the event the lowest priced contractor, including consideration of preferences, is unable to provide the required services due to unavailability, the state agency shall contact the next lowest priced contractor, including consideration of preferences. If additional contracts exist, the state agency shall continue to use the same criteria until the needs of the state agency are met.

- a. If the contractor cannot provide services according to the state agency's needs or if the contractor does not provide the type of services required by the state agency, the contractor must immediately notify the state agency. The contractor shall make every effort to meet the needs of the state agency. The state agency shall document each instance of the contractor's inability to provide the required services. If the contractor continually or consistently is unable to provide the required services, the Division of Purchasing may elect to cancel the contract.
- b. In the event that none of the awarded contractors can provide the required services, the state agency may obtain the needed services from another source.

1.2.5 Because the State of Missouri needs multiple contractors throughout the state to effectively meet the state agencies' demand for trash collection services, the Division of Purchasing reserves the right to add more contractors subsequent to the initial award of contract(s). Qualifying vendors may be added as additional contractors subject to the same considerations identified herein regarding award of a contract.

### 1.3 Performance Requirements:

- 1.3.1 The contractor shall perform all trash collection services at each applicable state agency facility on an as needed, if needed basis or on a regular scheduled basis, as mutually agreed upon between the contractor and each applicable state agency.
- 1.3.2 Trash Receptacles: The contractor shall provide the trash receptacles requested by the state agency and shall place each such trash receptacle at locations designated by the state agency.
- 1.3.3 The contractor shall retain ownership of all trash receptacles provided and shall keep the trash receptacles in good mechanical and safe working condition.
- a. Within forty-eight (48) hours of state agency notification to the contractor, the contractor shall repair or schedule the repair of trash receptacles reported by the state agency as having mechanical problems.
  - b. The contractor shall supply a replacement trash receptacle at no additional fee to the state agency in the case of a trash receptacle needing to be removed for repair or maintenance.
  - c. The contractor shall agree and understand that the State of Missouri shall not be responsible for any liability incurred by the contractor or the contractor's personnel arising out of the possession, use, maintenance, delivery, return, and/or collection from the receptacles provided by the contractor.
- 1.3.4 Unscheduled Trash Collection: In addition to the scheduled trash collection service as communicated to the contractor by the state agency, the contractor shall provide unscheduled trash collection services by collecting the trash from each receptacle identified by the state agency by no later than twenty-four (24) hours after being notified by the state agency of the need to empty and collect the trash from the receptacle.
- a. The state agency makes no guarantee of a minimum or maximum amount of unscheduled trash collections that may be required.
- 1.3.5 The contractor shall provide all trash collection services during business hours, between 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding state holidays, on days and times mutually agreeable to the contractor and the state agency (see <http://oa.mo.gov/commissioner/state-holidays>).
- 1.3.6 The contractor shall collect all types of trash from the trash receptacles, with the exception of hazardous waste and any other items that are prohibited by law from being disposed of in landfills.
- a. The contractor must immediately notify the state agency in the event that hazardous waste or items prohibited by law (from being disposed of in landfills) are found in the trash receptacles.
- 1.3.7 Disposal: The contractor must dispose of all collected trash in a manner consistent with all applicable rules, regulations, etc., promulgated by the Missouri Department of Natural Resources and Missouri Department of Health and Senior Services. For disposal outside of the State of Missouri, the contractor must dispose of all trash in a manner consistent with the rules and regulations of the appropriate regulatory agencies in such states.
- a. If trash is to be disposed of outside of the State of Missouri, the contractor must either: (1) process the trash through a Transfer Station regulated by the Missouri Department of Natural Resources, or (2) dispose of the trash at a government regulated and approved facility.
  - b. The contractor shall be responsible for all permits, fees, and expenses related to the disposal of trash.
- 1.4 Additional Requirements:**
- 1.4.1 At all times, the contractor shall assist the state agency in its effort to minimize the visual obtrusiveness of the trash receptacles and surrounding area.
- a. The contractor shall maintain a fifteen (15) foot perimeter around trash receptacles at all times, keeping the area clean and free of trash.

- 1.4.2 If requested by the state agency, the contractor shall maximize sanitary conditions by cleaning, deodorizing, and disinfecting the trash receptacles after each collection, either on site or by actual replacement at no additional charge to the State of Missouri. The state agency may inspect the trash receptacles to monitor compliance with this requirement.
- 1.4.3 Prior to performance of service at a state agency and if requested by the state agency, the contractor must submit the following to the state agency:
- a. The name, phone number and email address of the owner/operator, the address, and the solid waste permit number for each solid waste processing facility and solid waste disposal area which will be used for the purpose of processing or disposing of any trash collected from the state agency.
  - b. A list of all the contractor's personnel, and the social security numbers and dates of birth for each such personnel who will be providing trash collection services at the state agency. In addition, the contractor must obtain prior written approval from the state agency for any additions or changes made to the list at any time during the term of the contract. The state agency reserves the right to accept or reject any of the contractor's personnel assigned to the contract to provide trash collection services.
- 1.4.4 The contractor shall electronically submit a report to [Rob.Didriksen@oa.mo.gov](mailto:Rob.Didriksen@oa.mo.gov) in spreadsheet format by the fifteenth (15th) of every month that includes the following information for each state agency for which services were provided:
- a. Billing address,
  - b. Service address,
  - c. Container size(s),
  - d. Frequency of collection(s), and
  - e. Cost for collection(s).

**1.5 Missouri Statewide Contract Quarterly Usage Report: (See RFP for Requirements)**

**1.6 Invoicing and Payment Requirements:**

- 1.6.1 Prior to any payments becoming due under the contract, the contractor must update their vendor registration with their ACH-EFT payment information at <https://MissouriBUYS.mo.gov>.
- a. The contractor understands and agrees that the State of Missouri reserves the right to make contract payments through electronic funds transfer (EFT).
  - b. The contractor must submit invoices on the contractor's original descriptive business invoice form and must use a unique invoice number with each invoice submitted. The unique invoice number will be listed on the State of Missouri's EFT addendum record to enable the contractor to properly apply the state agency's payment to the invoice submitted. The contractor may obtain detailed information for payments issued for the past twenty-four (24) months from the State of Missouri's central accounting system (SAM II) on the Vendor Services Portal at:  
<https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>
- 1.6.2 Invoicing ☐ On a monthly basis, the contractor shall submit a separate invoice to each state agency that requested services. If requested by a state agency, the contractor shall provide separate invoices for each state agency location. For example, the Department of Corrections may require a separate invoice for each correctional facility.
- a. The invoice shall itemize all services provided and the price as specified by the contractor and approved by the state agency at the time of services.
- 1.6.3 Payments - After acceptance and approval of the services and invoice provided, the contractor shall be paid for the services pursuant to the approved invoice.



- 1.6.4 Other than the payments specified above, no other payments or reimbursements shall be made to the contractor including tonnage charges.
- 1.6.5 The contractor shall agree and understand that each state agency utilizing the contractor's services shall be solely responsible for payment for only those services requested by that state agency.
- 1.7 **Missouri Statewide Contract Quarterly Administrative Fee: (See RFP for Requirements)**
- 1.8 **Missouri Statewide Contract Quarterly Administrative Fee Report: (See RFP for Requirements)**

**To:** Crawford, Lynn[crawfordl@stlouis-mo.gov]  
**Cc:** Judy Armstrong[ArmstrongJU@stlouis-mo.gov]  
**From:** Baiser, Amy["/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=4780E36FC09F40CE8EE5DBBAF7A4A0B7-AWISER"]  
**Sent:** Mon 12/16/2019 10:59:31 AM (UTC-06:00)  
**Subject:** RE: [EXTERNAL] Fwd: Re: Fwd: Fwd: Waste Management Contact

Morning Lynn!

I have forwarded this to the inside team to get you the information you need and to get you set up under the State of MO.

If you do not hear from them by tomorrow, please let me know.

**Amy Baiser**

Account Manager

[awiser@wm.com](mailto:awiser@wm.com)

**Waste Management**

7320 Hall St.

St. Louis, MO 63147

Cell 314 305 1716

**From:** Crawford, Lynn <crawfordl@stlouis-mo.gov>  
**Sent:** Friday, December 13, 2019 5:05 PM  
**To:** Baiser, Amy <AWiser@wm.com>  
**Cc:** Judy Armstrong <ArmstrongJU@stlouis-mo.gov>  
**Subject:** [EXTERNAL] Fwd: Re: Fwd: Fwd: Waste Management Contact

Amy the purchase order has been entered and will be forwarded on Monday, December 16, 2019. Also, I am following up on receiving your duns number to add to the contract document. We only altered it for internal use, all else applies. Additionally, we need a certificate of insurance naming the City as an additional insured. Finally, how do we need to proceed with getting the service transferred over to your location. Please advise.

Thank you and if you have any questions, let me know.

----- Forwarded message -----

**From:** Crawford, Lynn <[crawfordl@stlouis-mo.gov](mailto:crawfordl@stlouis-mo.gov)>  
**Date:** Wed, Nov 27, 2019 at 5:02 PM  
**Subject:** Fwd: Re: Fwd: Fwd: Waste Management Contact  
**To:** Baiser, Amy <[awiser@wm.com](mailto:awiser@wm.com)>  
**Cc:** Judy Armstrong <[ArmstrongJU@stlouis-mo.gov](mailto:ArmstrongJU@stlouis-mo.gov)>

Enclosed is a copy of the contract for the City use. We slightly altered it for internal purposes only. I need to receive your company DUNS No. and a Certificate of Insurance naming the City of St. Louis as an "Additional Insured." We are ready to begin the service at the \$402.00 per month. Once I get the requested information, we will send you a purchase order as you requested.

Thank you and I apologize for the delay.

Lynn Crawford

----- Forwarded message -----

**From:** Baiser, Amy <[AWiser@wm.com](mailto:AWiser@wm.com)>  
**Date:** Fri, Oct 4, 2019 at 10:50 AM  
**Subject:** RE: Re: Fwd: Fwd: Waste Management Contact  
**To:** Crawford, Lynn <[crawfordl@stlouis-mo.gov](mailto:crawfordl@stlouis-mo.gov)>  
**Cc:** Judy Armstrong <[ArmstrongJU@stlouis-mo.gov](mailto:ArmstrongJU@stlouis-mo.gov)>

**SJ Exhibit 18-20**

Sounds good. I just need a PO from you and I will get it resigned under state of mo.

**Amy Baiser**

Account Manager

[awiser@wm.com](mailto:awiser@wm.com)

**Waste Management**

7320 Hall St.

St. Louis, MO 63147

Cell 314 305 1716

**From:** Crawford, Lynn <[crawfordl@stlouis-mo.gov](mailto:crawfordl@stlouis-mo.gov)>

**Sent:** Thursday, October 3, 2019 4:19 PM

**To:** Baiser, Amy <[AWiser@wm.com](mailto:AWiser@wm.com)>

**Cc:** Judy Armstrong <[ArmstrongJU@stlouis-mo.gov](mailto:ArmstrongJU@stlouis-mo.gov)>

**Subject:** [EXTERNAL] Re: Fwd: Fwd: Waste Management Contact

If you can, yes that will work for us. We will state issue the contract under the State Contract number.

Thank you,

Lynn

On Thu, Oct 3, 2019 at 12:58 PM Baiser, Amy <[AWiser@wm.com](mailto:AWiser@wm.com)> wrote:

Hey Lynn,

Sorry for the delay on this. I plugged your account into the State of Missouri system to give you rates based off that agreement and it would actually increase your bill. You currently pay \$393.53/month and if I put you on with the State of MO, I would have to increase your rate by \$8.47/month. Not a huge increase, but still an increase. Since it isn't a crazy increase, I can see if I can get approval to leave it the same and sign at your current rate of \$393.53. If I can get that approved, would that work for you?

100-185123 ST LOUIS GATEWAY TRANSPRTN CTR 430 S 15TH ST CM

**Amy Baiser**

Account Manager

[awiser@wm.com](mailto:awiser@wm.com)

**Waste Management**

7320 Hall St.

St. Louis, MO 63147

Cell 314 305 1716

**From:** Crawford, Lynn <[crawfordl@stlouis-mo.gov](mailto:crawfordl@stlouis-mo.gov)>

**Sent:** Tuesday, September 17, 2019 4:20 PM

**To:** Baiser, Amy <[AWiser@wm.com](mailto:AWiser@wm.com)>

**Subject:** [EXTERNAL] Fwd: Fwd: Waste Management Contact

Amy, per our conversation last week, here is a copy of emails sent and received from Sandy Edwards. The City of St. Louis Transportation System had a contract with WM of Illinois. See enclosed. However, it has been determined that this contract has expired. Also, upon further review of the contract document, the City employee who signed the original agreement does not have the authority to enter the City into a contract. Therefore, what the City would like to do is enter into an agreement with Waste Management based on the State of Missouri Contract (CS191017003) with your company. The service we are requiring is the same as on the now expired contract. 6x week pickup, 2 each 4 yard containers. What we need is pricing information for daily service to City of St. Louis, Gateway Transportation Center, 430 S. 15th Street, St. Louis, MO 63103. We will also need a rate for extra pickups, if needed. We will also need any other fees associated. All services are to be based on the State of Missouri rates. So Exhibit 18-21

Thank you for your cooperation and a prompt response would be appreciated.

Any questions, let me know.

Lynn

----- Forwarded message -----

From: **Edwards, Sandra** <[sedward9@wm.com](mailto:sedward9@wm.com)>  
Date: Wed, Aug 21, 2019 at 10:23 AM  
Subject: RE: Fwd: Waste Management Contact  
To: Crawford, Lynn <[crawfordl@stlouis-mo.gov](mailto:crawfordl@stlouis-mo.gov)>

**From:** Crawford, Lynn <[crawfordl@stlouis-mo.gov](mailto:crawfordl@stlouis-mo.gov)>  
**Sent:** Thursday, August 15, 2019 4:38 PM  
**To:** Edwards, Sandra <[sedward9@wm.com](mailto:sedward9@wm.com)>  
**Cc:** Judy Armstrong <[ArmstrongJU@stlouis-mo.gov](mailto:ArmstrongJU@stlouis-mo.gov)>  
**Subject:** [EXTERNAL] Fwd: Waste Management Contact

I am still waiting for pricing information for trash collection services for the City of St. Louis. Please let me know if Waste Management will or will not provide these services for us through the State of Mo contract. Your prompt response would be appreciated.

Thank you,

Lynn

----- Forwarded message -----

From: **Crawford, Lynn** <[crawfordl@stlouis-mo.gov](mailto:crawfordl@stlouis-mo.gov)>  
Date: Thu, Aug 8, 2019 at 5:38 PM  
Subject: Re: Waste Management Contact  
To: Edwards, Sandra <[sedward9@wm.com](mailto:sedward9@wm.com)>

Sandra, just following up on pricing. Please advise.

Thank you,

Lynn

On Fri, Aug 2, 2019 at 4:03 PM Edwards, Sandra <[sedward9@wm.com](mailto:sedward9@wm.com)> wrote:

Thank you for your call today. I will get that pricing to next week.

Thank you,

Sandy Edwards  
Account Manager - MO Valley  
**Waste Management**  
Cell - 314-365-3239  
[Sedward9@wm.com](mailto:Sedward9@wm.com)

**Cust Svc - 800 989 2783**

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**Lynn Crawford**,CPPB/Deputy Supply Commissioner  
City of St. Louis  
1200 Market Street, Room 324  
St. Louis, MO 63103  
314-622-4716  
314-622-4141 fax

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City of St. Louis  
1200 Market Street, Room 324  
St. Louis, MO 63103  
314-622-4716





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/1/2021

12/6/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> LOCKTON COMPANIES 3657 BRIARPARK DRIVE, SUITE 700 HOUSTON TX 77042 866-260-3538	<b>CONTACT NAME:</b> <b>PHONE (A/C, No. Ext):</b> <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A : ACE American Insurance Company</td> <td>22667</td> </tr> <tr> <td>INSURER B : Indemnity Insurance Co of North America</td> <td>43575</td> </tr> <tr> <td>INSURER C : ACE Fire Underwriters Insurance Company</td> <td>20702</td> </tr> <tr> <td>INSURER D : ACE Property &amp; Casualty Insurance Co</td> <td>20699</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : ACE American Insurance Company	22667	INSURER B : Indemnity Insurance Co of North America	43575	INSURER C : ACE Fire Underwriters Insurance Company	20702	INSURER D : ACE Property & Casualty Insurance Co	20699	INSURER E :		INSURER F :	
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INSURER B : Indemnity Insurance Co of North America	43575														
INSURER C : ACE Fire Underwriters Insurance Company	20702														
INSURER D : ACE Property & Casualty Insurance Co	20699														
INSURER E :															
INSURER F :															
<b>INSURED</b> 1300299 WASTE MANAGEMENT HOLDINGS, INC. & ALL AFFILIATED, RELATED & SUBSIDIARY COMPANIES INCLUDING: WASTE MANAGEMENT OF MISSOURI 7320 HALL STREET ST. LOUIS MO 63147															

**COVERAGES** MOSTLOUI **CERTIFICATE NUMBER:** 13308582 **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU INCLUDED <input checked="" type="checkbox"/> ISO FORM CG00010413 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	HDO G71237345	1/1/2020	1/1/2021	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 6,000,000 PRODUCTS - COMP/OP AGG \$ 6,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> MCS-90	Y	Y	MMT H25290008	1/1/2020	1/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
D	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	Y	Y	XOO G27929242 005	1/1/2020	1/1/2021	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$ XXXXXXXX
B A C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	Y N/A	WLR C66043058 (AOS) WLR C66043010 (AZ, CA & MA) SCF C66043095 (WI)	1/1/2020 1/1/2020 1/1/2020	1/1/2021 1/1/2021 1/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 3,000,000 E.L. DISEASE - EA EMPLOYEE \$ 3,000,000 E.L. DISEASE - POLICY LIMIT \$ 3,000,000
A	<b>EXCESS AUTO LIABILITY</b>	Y	Y	XSA H25289961	1/1/2020	1/1/2021	COMBINED SINGLE LIMIT \$9,000,000 (EACH ACCIDENT)

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

BLANKET WAIVER OF SUBROGATION IS GRANTED IN FAVOR OF CERTIFICATE HOLDER ON ALL POLICIES WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT WHERE PERMISSIBLE BY LAW. CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED (EXCEPT FOR WORKERS COMP/EL) WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT. ADDITIONAL INSURED IN FAVOR OF THE CITY OF ST. LOUIS ON ALL POLICIES (EXCEPT WORKERS' COMPENSATION/EL) WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT. THE INSURANCE AFFORDED TO THE ADDITIONAL INSURED AS DESCRIBED IN THIS CERTIFICATE OF INSURANCE FOR WORK PERFORMED BY THE NAMED INSURED IS PRIMARY AND NON-CONTRIBUTORY TO ANY SIMILAR COVERAGE MAINTAINED BY THE ADDITIONAL INSURED WHERE AND TO THE EXTENT REQUIRED BY CONTRACT.

## CERTIFICATE HOLDER

**13308582**  
 ST LOUIS GATEWAY TRANSPORTATION CTR  
 430 S 15TH ST  
 ST. LOUIS MO 63103

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**To:** Crawford, Lynn[crawfordl@stlouis-mo.gov]  
**Cc:** Judy Armstrong[ArmstrongJU@stlouis-mo.gov]  
**From:** Baiser, Amy["/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=4780E36FC09F40CE8EE5DBBAF7A4A0B7-AWISER"]  
**Sent:** Mon 12/16/2019 12:30:11 PM (UTC-06:00)  
**Subject:** RE: [EXTERNAL] Fwd: Re: Fwd: Fwd: Waste Management Contact  
[st louis coi.pdf](#)

Here is the COI

**Amy Baiser**

Account Manager

[awiser@wm.com](mailto:awiser@wm.com)

**Waste Management**

7320 Hall St.

St. Louis, MO 63147

Cell 314 305 1716

---

**From:** Baiser, Amy  
**Sent:** Monday, December 16, 2019 11:00 AM  
**To:** Crawford, Lynn <crawfordl@stlouis-mo.gov>  
**Cc:** Judy Armstrong <ArmstrongJU@stlouis-mo.gov>  
**Subject:** RE: [EXTERNAL] Fwd: Re: Fwd: Fwd: Waste Management Contact

Morning Lynn!

I have forwarded this to the inside team to get you the information you need and to get you set up under the State of MO.

If you do not hear from them by tomorrow, please let me know.

**Amy Baiser**

Account Manager

[awiser@wm.com](mailto:awiser@wm.com)

**Waste Management**

7320 Hall St.

St. Louis, MO 63147

Cell 314 305 1716

**From:** Crawford, Lynn <[crawfordl@stlouis-mo.gov](mailto:crawfordl@stlouis-mo.gov)>  
**Sent:** Friday, December 13, 2019 5:05 PM  
**To:** Baiser, Amy <[AWiser@wm.com](mailto:AWiser@wm.com)>  
**Cc:** Judy Armstrong <[ArmstrongJU@stlouis-mo.gov](mailto:ArmstrongJU@stlouis-mo.gov)>  
**Subject:** [EXTERNAL] Fwd: Re: Fwd: Fwd: Waste Management Contact

Amy the purchase order has been entered and will be forwarded on Monday, December 16, 2019. Also, I am following up on receiving your duns number to add to the contract document. We only altered it for internal use, all else applies. Additionally, we need a certificate of insurance naming the City as an additional insured. Finally, how do we need to proceed with getting the service transferred over to your location. Please advise.

Thank you and if you have any questions, let me know.

----- Forwarded message -----

**From:** Crawford, Lynn <[crawfordl@stlouis-mo.gov](mailto:crawfordl@stlouis-mo.gov)>  
**Date:** Wed, Nov 27, 2019 at 5:02 PM  
**Subject:** Fwd: Re: Fwd: Fwd: Waste Management Contact  
**To:** Baiser, Amy <[awiser@wm.com](mailto:awiser@wm.com)>  
**Cc:** Judy Armstrong <[ArmstrongJU@stlouis-mo.gov](mailto:ArmstrongJU@stlouis-mo.gov)>

**SJ Exhibit 18-26**



Enclosed is a copy of the contract for the City use. We slightly altered it for internal purposes only. I need to receive your company DUNS No. and a Certificate of Insurance naming the City of St. Louis as an "Additional Insured." We are ready to begin the service at the \$402.00 per month. Once I get the requested information, we will send you a purchase order as you requested.

Thank you and I apologize for the delay.

Lynn Crawford

----- Forwarded message -----

From: **Baiser, Amy** <[AWiser@wm.com](mailto:AWiser@wm.com)>  
Date: Fri, Oct 4, 2019 at 10:50 AM  
Subject: RE: Re: Fwd: Fwd: Waste Management Contact  
To: Crawford, Lynn <[crawfordl@stlouis-mo.gov](mailto:crawfordl@stlouis-mo.gov)>  
Cc: Judy Armstrong <[ArmstrongJU@stlouis-mo.gov](mailto:ArmstrongJU@stlouis-mo.gov)>

Sounds good. I just need a PO from you and I will get it resigned under state of mo.

**Amy Baiser**  
Account Manager  
[awiser@wm.com](mailto:awiser@wm.com)

**Waste Management**  
7320 Hall St.  
St. Louis, MO 63147  
Cell 314 305 1716

**From:** Crawford, Lynn <[crawfordl@stlouis-mo.gov](mailto:crawfordl@stlouis-mo.gov)>  
**Sent:** Thursday, October 3, 2019 4:19 PM  
**To:** Baiser, Amy <[AWiser@wm.com](mailto:AWiser@wm.com)>  
**Cc:** Judy Armstrong <[ArmstrongJU@stlouis-mo.gov](mailto:ArmstrongJU@stlouis-mo.gov)>  
**Subject:** [EXTERNAL] Re: Fwd: Fwd: Waste Management Contact

If you can, yes that will work for us. We will state issue the contract under the State Contract number.

Thank you,

Lynn

On Thu, Oct 3, 2019 at 12:58 PM Baiser, Amy <[AWiser@wm.com](mailto:AWiser@wm.com)> wrote:  
Hey Lynn,

Sorry for the delay on this. I plugged your account into the State of Missouri system to give you rates based off that agreement and it would actually increase your bill. You currently pay \$393.53/month and if I put you on with the State of MO, I would have to increase your rate by \$8.47/month. Not a huge increase, but still an increase. Since it isn't a crazy increase, I can see if I can get approval to leave it the same and sign at your current rate of \$393.53. If I can get that approved, would that work for you?

100-185123 ST LOUIS GATEWAY TRANSPRTN CTR 430 S 15TH ST CM

**Amy Baiser**  
Account Manager  
[awiser@wm.com](mailto:awiser@wm.com)

**Waste Management**  
7320 Hall St.  
St. Louis, MO 63147

**From:** Crawford, Lynn <[crawfordl@stlouis-mo.gov](mailto:crawfordl@stlouis-mo.gov)>  
**Sent:** Tuesday, September 17, 2019 4:20 PM  
**To:** Baiser, Amy <[AWiser@wm.com](mailto:AWiser@wm.com)>  
**Subject:** [EXTERNAL] Fwd: Fwd: Waste Management Contact

Amy, per our conversation last week, here is a copy of emails sent and received from Sandy Edwards. The City of St. Louis Transportation System had a contract with WM of Illinois. See enclosed. However, it has been determined that this contract has expired. Also, upon further review of the contract document, the City employee who signed the original agreement does not have the authority to enter the City into a contract. Therefore, what the City would like to do is enter into an agreement with Waste Management based on the State of Missouri Contract (CS191017003) with your company. The service we are requiring is the same as on the now expired contract. 6x week pickup, 2 each 4 yard containers. What we need is pricing information for daily service to City of St. Louis, Gateway Transportation Center, 430 S. 15th Street, St. Louis, MO 63103. We will also need a rate for extra pickups, if needed. We will also need any other fees associated. All services are to be based on the contract with the State.

Thank you for your cooperation and a prompt response would be appreciated.

Any questions, let me know.

Lynn

----- Forwarded message -----

**From:** Edwards, Sandra <[sedward9@wm.com](mailto:sedward9@wm.com)>  
**Date:** Wed, Aug 21, 2019 at 10:23 AM  
**Subject:** RE: Fwd: Waste Management Contact  
**To:** Crawford, Lynn <[crawfordl@stlouis-mo.gov](mailto:crawfordl@stlouis-mo.gov)>

**From:** Crawford, Lynn <[crawfordl@stlouis-mo.gov](mailto:crawfordl@stlouis-mo.gov)>  
**Sent:** Thursday, August 15, 2019 4:38 PM  
**To:** Edwards, Sandra <[sedward9@wm.com](mailto:sedward9@wm.com)>  
**Cc:** Judy Armstrong <[ArmstrongJU@stlouis-mo.gov](mailto:ArmstrongJU@stlouis-mo.gov)>  
**Subject:** [EXTERNAL] Fwd: Waste Management Contact

I am still waiting for pricing information for trash collection services for the City of St. Louis. Please let me know if Waste Management will or will not provide these services for us through the State of Mo contract. Your prompt response would be appreciated.

Thank you,

Lynn

----- Forwarded message -----

**From:** Crawford, Lynn <[crawfordl@stlouis-mo.gov](mailto:crawfordl@stlouis-mo.gov)>  
**Date:** Thu, Aug 8, 2019 at 5:38 PM  
**Subject:** Re: Waste Management Contact  
**To:** Edwards, Sandra <[sedward9@wm.com](mailto:sedward9@wm.com)>

Sandra, just following up on pricing. Please advise.

Thank you,

Lynn

On Fri, Aug 2, 2019 at 4:03 PM Edwards, Sandra <[sedward9@wm.com](mailto:sedward9@wm.com)> wrote:

Thank you for your call today. I will get that pricing to next week.

Thank you,

Sandy Edwards

Account Manager - MO Valley

**Waste Management**

Cell - 314-365-3239

[Sedward9@wm.com](mailto:Sedward9@wm.com)

**Cust Svc - 800 989 2783**

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**Recycling is a good thing. Please recycle any printed emails.**

--

**Lynn Crawford**,CPPB/Deputy Supply Commissioner

City of St. Louis

1200 Market Street, Room 324

St. Louis, MO 63103

314-622-4716

314-622-4141 fax

--

**Lynn Crawford**,CPPB/Deputy Supply Commissioner

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314-622-4141 fax

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**Lynn Crawford**,CPPB/Deputy Supply Commissioner  
City of St. Louis  
1200 Market Street, Room 324  
St. Louis, MO 63103  
314-622-4716  
314-622-4141 fax

STATEWIDE TRASH COLLECTION SERVICES DURATION: OCTOBER 1, 2019 THROUGH JANUARY 31, 2020			
Contract Supervisor	Catrina Brimer	314-622-3453	<a href="mailto:brimerca@stlouis-mo.gov">brimerca@stlouis-mo.gov</a>
Waste Management of Missouri, Inc.	Amy Baiser	314-704-2783 (T) 314-305-1716 (C)	<a href="mailto:AWiser@wm.com">AWiser@wm.com</a>

All terms and conditions of the State of Missouri Statewide contract prevails. Any variances from the terms and conditions, not agreed upon by both parties, shall be considered clerical error and void.

1. The City of St. Louis has approved the use of State of Missouri Contract as follows:

**Contract No. CS191017003 held by Waste Management of Missouri, Inc.. DUNS #:** \_\_\_\_\_

This is a cooperative agreement under the State of Missouri ☐ Office of Administration with a beginning date of October 1, 2019 for the City of St. Louis (See attached Statewide Contract for actual contract dates).

2. Departments may utilize Statewide Trash Collection Services under this contract. The contractor shall provide all trash receptacles requested by the City of St. Louis and shall place each such trash receptacle at locations designated by the City of St. Louis.
3. The contractor shall retain ownership of all trash receptacles provided and shall keep the trash receptacles in good mechanical and safe working condition. The contractor shall supply a replacement trash receptacle at no additional fee to the City of St. Louis in the case of a trash receptacle needing to be removed for repair or maintenance.
4. The contractor shall provide all trash collection services during business hours, between 8:00 a.m. and 5:00 p.m. Monday through Friday, excluding holidays, or on days and times mutually agreeable to the contractor and the City of St. Louis.
5. The contractor shall collect all types of trash from the trash receptacles, with the exception of hazardous waste and any other items that are prohibited by law from being disposed of in landfills.
6. The contractor shall be responsible for all permits, fees, and expenses related to the disposal of trash.
7. All City employees are expected to comply with the procurement process established by the Supply Division. Questions should be directed to Catrina Brimer, Contract Supervisor at (314) 622-3453.
8. The contractor's pricing can be obtained by contacting the contractor with trash collection requirements. To get this State of Missouri pricing, you have to establish an account with Waste Management of Missouri, Inc.
9. The contractor shall place the containers at locations designated by City of St. Louis using departments.
10. Trash Collection Services shall be provided on an as needed, if needed basis, or upon stated pickup schedules as mutually agreed upon. Payment Terms are Net 30 days.
11. Contractor shall provide a Certificate of Insurance naming the City of St. Louis as an Additional Insured regards to General Liability and Professional and Pollution Liability.
10. Usage will be monitored quarterly and any department found ordering in violation of City procedures will have the privilege of Using these contracts revoked.



STATE OF MISSOURI  
OFFICE OF ADMINISTRATION  
DIVISION OF PURCHASING

## NOTIFICATION OF STATEWIDE CONTRACT

Date: February 5, 2019

**CONTRACT TITLE:**           **Statewide Trash Collection Services**

<b>CURRENT CONTRACT PERIOD:</b>	<b>February 1, 2019 through January 31, 2020</b>	
<b>RENEWAL INFORMATION:</b>	Original Contract Period:	<b>February 1, 2019 through January 31, 2020</b>
	Renewal Options Available:	2
	Potential Final Expiration:	January 31, 2022
<b>BUYER INFORMATION:</b>	Tammy Michel (573) 751-3114 <a href="mailto:Tammy.michel@oa.mo.gov">Tammy.michel@oa.mo.gov</a>	

ALL PURCHASES MADE UNDER THIS CONTRACT MUST BE FOR **PUBLIC USE ONLY**.  
PURCHASES FOR PERSONAL USE BY PUBLIC EMPLOYEES OR OFFICIALS ARE PROHIBITED.

THE USE OF THIS CONTRACT IS **PREFERRED** FOR ALL STATE AGENCIES.

The entire contract document may be viewed and printed from the Division of Purchasing's **Awarded Bid & Contract Document Search** located on the Internet at

<http://oa.mo.gov/purchasing>.

*~ Instructions for use of the contract, specifications, requirements, and pricing are attached ~.*

CONTRACT NUMBER	SAM II VENDOR NUMBER/ MissouriBUYS SYSTEM ID	VENDOR INFORMATION	MBE/ WBE	COOP PROCUREMENT
CS191017001	8608977190 8/ MB00095209	Republic of Jefferson City 5645 Moreau River Access Road Jefferson City, MO 65101 Contact Person: Monte Krehbiel Phone: (573) 636-1105 Email: <a href="mailto:mkrehbiel@republicservices.com">mkrehbiel@republicservices.com</a>	No	Yes
<b>Counties Awarded:</b> Audrain, Boone, Callaway, Camden, Cole, Cooper, Hickory, Maries, Miller, Moniteau, Montgomery, Morgan, Osage, Phelps and Pulaski.				

CONTRACT NUMBER	SAM II VENDOR NUMBER/ MissouriBUYS SYSTEM ID	VENDOR INFORMATION	MBE/WBE	COOP PROCUREMENT
CS191017002	6507169040 3/ MB00093891	Republic Services of Quincy 3110 Kochs Lane Quincy IL 62305 Contact: Mark Starr Phone: (217) 391-2989 Email: <a href="mailto:mstarr@republicservices.com">mstarr@republicservices.com</a>	No	Yes
<b><u>Counties Awarded:</u></b> Audrain, Clark, Knox, Lewis, Marion, Monroe, Pike, Ralls, and Shelby				
CS191017003	4309923670 K/ MB00094486	Waste Management of Missouri, Inc. 7320 Hall Street St. Louis, MO 63147 Contact Person: Sandy Edwards Phone: (314) 365-3239 Email: <a href="mailto:sedward9@wm.com">sedward9@wm.com</a>	No	Yes
<b><u>Counties Awarded:</u></b> St. Louis County, Jefferson, St. Charles, St. Francois, Washington, Lincoln, Montgomery, Warren, Andrew, Atchison, Buchanan, Caldwell, Clay, Clinton, Dekalb, Davies, Gentry, Holt, Nodaway, and Platte				
CS191017004	4806348060 1/ MB00118215	Waste Management of Kansas Inc PO Box 9001054 Louisville, KY 40290 Contact Person: Wandell (Dell) Johnson Phone: (913) 242-1305 Email: <a href="mailto:wjohns26@wm.com">wjohns26@wm.com</a>	No	Yes
<b><u>Counties Awarded:</u></b> Jackson, Clay, and Platte (Commercial and Rolloff services Cass, Lafayette, and Ray (Rolloff services only)				

## STATEWIDE CONTRACT HISTORY

The following summarizes actions related to this Notification of Statewide Contract since its initial issuance. Any and all revisions have been incorporated into the attached document.

Contract Period	Issue Date	Summary of Changes
02/01/2019 <input type="checkbox"/> 01/31/2020	02/5/19	<ul style="list-style-type: none"><li>• Updated Awarded Counties for Contract CS191017001</li></ul>
02/01/2019 <input type="checkbox"/> 01/31/2020	01/28/19	<ul style="list-style-type: none"><li>• Corrected Buyer E-mail Address</li></ul>
02/01/2019 <input type="checkbox"/> 01/31/2020	01/28/19	<ul style="list-style-type: none"><li>• Initial issuance of new statewide contract</li></ul>

## INSTRUCTIONS FOR STATE AGENCIES

Pursuant to paragraph 1.2.1 herein, the state agency shall contact the lowest priced contractor. Refer to paragraph 1.2.1 for instructions on determination of the lowest priced contractor. The state agency will need to contact the contractor(s) to obtain quotes.

None of the contractors were awarded preference points.



## **1. CONTRACTUAL REQUIREMENTS**

### **1.1 General Requirements:**

- 1.1.1 The contractor shall provide trash collection services for the State of Missouri for various state agency locations (hereinafter referred to as the state agency), in accordance with the provisions and requirements stated herein and to the sole satisfaction of the state agency.
- a. For purposes of the contract, a state agency shall be defined as a division, section, bureau, office, program, board, regional/district office, etc., that exists within a department of Missouri State Government. For the purposes of this document, this shall also include the Judicial and Legislative branches of the State of Missouri.
  - b. The contractor shall provide services in the county/counties awarded, as specified on the Notice of Award issued by the Division of Purchasing.
- 1.1.2 The contractor shall provide services on an as needed, if needed basis. The State of Missouri does not guarantee any usage of the contract whatsoever. The contractor shall agree and understand that the contract shall be construed as a preferred use contract but shall not be construed as an exclusive arrangement.
- a. A contract for Solid Waste Management Services also exists. The state agency requesting trash services will have the option to determine which contract(s) to utilize.
  - b. Any state agency requesting trash services shall be required to use the trash services contract(s) established herein or use the Solid Waste Management Services contract unless an exemption is granted by the Division of Purchasing. In addition, the contractor shall agree and understand that the contract shall not be construed as an exclusive arrangement and if it is in the best interest of the State of Missouri and approved by the Division of Purchasing, a state agency may obtain alternate services elsewhere.
- 1.1.3 Cooperative Procurement Program - The contractor shall participate in the State of Missouri's Cooperative Procurement Program. The contractor shall provide trash collection services as described herein under the terms and conditions, requirements, and specifications of the contract, including prices, to other government entities in accordance with the Technical Services Act (section 67.360, RSMo, which is available on the internet at: <http://www.moga.mo.gov/mostatutes/stathtml/06700003601.html?&me=67.360>.) The contractor shall further understand and agree that participation by other governmental entities is discretionary on the part of that governmental entity and the State of Missouri bears no financial responsibility for any payments due the contractor by such governmental entities.
- 1.1.4 Personnel:
- a. Each state agency will identify a state agency designee to serve as the state agency contact and will provide the telephone number and email address of the assigned designee to the contractor. The contractor shall report to and follow the state agency designee's instructions.
  - b. The contractor shall designate a contact person who shall serve as the contractor's contact and shall be the liaison between the contractor and the state agency. By no later than five (5) business days after notification by the state agency to proceed with services, the contractor shall provide the state agency with the name, address, email address, and telephone number of the contractor's contact person. The contractor's contact person shall (1) oversee all services being provided, (2) assume responsibility and liability for services performed per the contract, and (3) serve as the primary point of contact with the state agency.

### **1.2 Determination of Services:**

1.2.1 Upon determination of the need for trash collection services, current pricing (receptacle rental price per pickup, frequency of pickup) and availability to perform the trash collection services will be requested from all contractors awarded a contract for that particular county. The state agency will award the services to the lowest priced contractor at the time of the need for the services, in accordance with the requirements stated herein.

a. The state agency shall determine the lowest priced contractor, including consideration of preferences, as specified below:

1) The state agency shall determine the lowest priced contractor by determining each contractor's total cost based upon the anticipated trash collection services required and the prices quoted by each contractor at the time of the need for services. Upon determination of each contractor's total cost, cost points shall be computed from the results of the calculation stated above using a scale of 200 possible points and the following formula:

$$\frac{\text{Lowest Responsive Contractor's Price}}{\text{Compared Contractor's Price}} \times 200 = \text{Cost evaluation points}$$

1.2.2 For those contractors awarded bonus preference points during the evaluation of RFPS30034901901017, such bonus preference points shall be added to the contractor's cost evaluation points. Contractors that proposed to include products and/or services manufactured, produced or assembled by a qualified nonprofit organization for the blind established pursuant to 41 U.S.C. sections 46 to 48c or a sheltered workshop holding a certificate of approval from the Department of Elementary and Secondary Education pursuant to section 178.920, RSMo were awarded five to fifteen (5-15) bonus preference points during the evaluation of RFPS30034901901017. Additionally, contractors that qualify as Missouri service-disabled veteran business enterprise were awarded the three (3) bonus preference points during the evaluation of RFPS30034901901017.

1.2.3 The contractor with the most points after totaling the cost evaluation points and preference points will be considered the lowest priced contractor, including consideration of preferences.

1.2.4 When trash collection services are required, the state agency shall provide the contractor with as much prior notice of the trash collection services as possible. In the event that there are multiple contractors, the state agency shall utilize the services of the lowest priced contractor, including consideration of preferences, (see determination of such contractor as specified above) for the required services. In the event the lowest priced contractor, including consideration of preferences, is unable to provide the required services due to unavailability, the state agency shall contact the next lowest priced contractor, including consideration of preferences. If additional contracts exist, the state agency shall continue to use the same criteria until the needs of the state agency are met.

a. If the contractor cannot provide services according to the state agency's needs or if the contractor does not provide the type of services required by the state agency, the contractor must immediately notify the state agency. The contractor shall make every effort to meet the needs of the state agency. The state agency shall document each instance of the contractor's inability to provide the required services. If the contractor continually or consistently is unable to provide the required services, the Division of Purchasing may elect to cancel the contract.

b. In the event that none of the awarded contractors can provide the required services, the state agency may obtain the needed services from another source.

1.2.5 Because the State of Missouri needs multiple contractors throughout the state to effectively meet the state agencies' demand for trash collection services, the Division of Purchasing reserves the right to add more contractors subsequent to the initial award of contract(s). Qualifying vendors may be added as additional contractors subject to the same considerations identified herein regarding award of a contract.

### 1.3 Performance Requirements:

- 1.3.1 The contractor shall perform all trash collection services at each applicable state agency facility on an as needed, if needed basis or on a regular scheduled basis, as mutually agreed upon between the contractor and each applicable state agency.
- 1.3.2 Trash Receptacles: The contractor shall provide the trash receptacles requested by the state agency and shall place each such trash receptacle at locations designated by the state agency.
- 1.3.3 The contractor shall retain ownership of all trash receptacles provided and shall keep the trash receptacles in good mechanical and safe working condition.
- a. Within forty-eight (48) hours of state agency notification to the contractor, the contractor shall repair or schedule the repair of trash receptacles reported by the state agency as having mechanical problems.
  - b. The contractor shall supply a replacement trash receptacle at no additional fee to the state agency in the case of a trash receptacle needing to be removed for repair or maintenance.
  - c. The contractor shall agree and understand that the State of Missouri shall not be responsible for any liability incurred by the contractor or the contractor's personnel arising out of the possession, use, maintenance, delivery, return, and/or collection from the receptacles provided by the contractor.
- 1.3.4 Unscheduled Trash Collection: In addition to the scheduled trash collection service as communicated to the contractor by the state agency, the contractor shall provide unscheduled trash collection services by collecting the trash from each receptacle identified by the state agency by no later than twenty-four (24) hours after being notified by the state agency of the need to empty and collect the trash from the receptacle.
- a. The state agency makes no guarantee of a minimum or maximum amount of unscheduled trash collections that may be required.
- 1.3.5 The contractor shall provide all trash collection services during business hours, between 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding state holidays, on days and times mutually agreeable to the contractor and the state agency (see <http://oa.mo.gov/commissioner/state-holidays>).
- 1.3.6 The contractor shall collect all types of trash from the trash receptacles, with the exception of hazardous waste and any other items that are prohibited by law from being disposed of in landfills.
- a. The contractor must immediately notify the state agency in the event that hazardous waste or items prohibited by law (from being disposed of in landfills) are found in the trash receptacles.
- 1.3.7 Disposal: The contractor must dispose of all collected trash in a manner consistent with all applicable rules, regulations, etc., promulgated by the Missouri Department of Natural Resources and Missouri Department of Health and Senior Services. For disposal outside of the State of Missouri, the contractor must dispose of all trash in a manner consistent with the rules and regulations of the appropriate regulatory agencies in such states.
- a. If trash is to be disposed of outside of the State of Missouri, the contractor must either: (1) process the trash through a Transfer Station regulated by the Missouri Department of Natural Resources, or (2) dispose of the trash at a government regulated and approved facility.
  - b. The contractor shall be responsible for all permits, fees, and expenses related to the disposal of trash.
- 1.4 Additional Requirements:**
- 1.4.1 At all times, the contractor shall assist the state agency in its effort to minimize the visual obtrusiveness of the trash receptacles and surrounding area.
- a. The contractor shall maintain a fifteen (15) foot perimeter around trash receptacles at all times, keeping the area clean and free of trash.

- 1.4.2 If requested by the state agency, the contractor shall maximize sanitary conditions by cleaning, deodorizing, and disinfecting the trash receptacles after each collection, either on site or by actual replacement at no additional charge to the State of Missouri. The state agency may inspect the trash receptacles to monitor compliance with this requirement.
- 1.4.3 Prior to performance of service at a state agency and if requested by the state agency, the contractor must submit the following to the state agency:
- a. The name, phone number and email address of the owner/operator, the address, and the solid waste permit number for each solid waste processing facility and solid waste disposal area which will be used for the purpose of processing or disposing of any trash collected from the state agency.
  - b. A list of all the contractor's personnel, and the social security numbers and dates of birth for each such personnel who will be providing trash collection services at the state agency. In addition, the contractor must obtain prior written approval from the state agency for any additions or changes made to the list at any time during the term of the contract. The state agency reserves the right to accept or reject any of the contractor's personnel assigned to the contract to provide trash collection services.
- 1.4.4 The contractor shall electronically submit a report to [Rob.Didriksen@oa.mo.gov](mailto:Rob.Didriksen@oa.mo.gov) in spreadsheet format by the fifteenth (15th) of every month that includes the following information for each state agency for which services were provided:
- a. Billing address,
  - b. Service address,
  - c. Container size(s),
  - d. Frequency of collection(s), and
  - e. Cost for collection(s).

**1.5 Missouri Statewide Contract Quarterly Usage Report: (See RFP for Requirements)**

**1.6 Invoicing and Payment Requirements:**

- 1.6.1 Prior to any payments becoming due under the contract, the contractor must update their vendor registration with their ACH-EFT payment information at <https://MissouriBUYS.mo.gov>.
- a. The contractor understands and agrees that the State of Missouri reserves the right to make contract payments through electronic funds transfer (EFT).
  - b. The contractor must submit invoices on the contractor's original descriptive business invoice form and must use a unique invoice number with each invoice submitted. The unique invoice number will be listed on the State of Missouri's EFT addendum record to enable the contractor to properly apply the state agency's payment to the invoice submitted. The contractor may obtain detailed information for payments issued for the past twenty-four (24) months from the State of Missouri's central accounting system (SAM II) on the Vendor Services Portal at:  
<https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>
- 1.6.2 Invoicing ☐ On a monthly basis, the contractor shall submit a separate invoice to each state agency that requested services. If requested by a state agency, the contractor shall provide separate invoices for each state agency location. For example, the Department of Corrections may require a separate invoice for each correctional facility.
- a. The invoice shall itemize all services provided and the price as specified by the contractor and approved by the state agency at the time of services.
- 1.6.3 Payments - After acceptance and approval of the services and invoice provided, the contractor shall be paid for the services pursuant to the approved invoice.

- 1.6.4 Other than the payments specified above, no other payments or reimbursements shall be made to the contractor including tonnage charges.
- 1.6.5 The contractor shall agree and understand that each state agency utilizing the contractor's services shall be solely responsible for payment for only those services requested by that state agency.
- 1.7 **Missouri Statewide Contract Quarterly Administrative Fee: (See RFP for Requirements)**
- 1.8 **Missouri Statewide Contract Quarterly Administrative Fee Report: (See RFP for Requirements)**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/1/2021

12/6/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LOCKTON COMPANIES 3657 BRIARPARK DRIVE, SUITE 700 HOUSTON TX 77042 866-260-3538	CONTACT NAME:		FAX (A/C, No):	
	PHONE (A/C, No, Ext):			
INSURED 1300299 WASTE MANAGEMENT HOLDINGS, INC. & ALL AFFILIATED, RELATED & SUBSIDIARY COMPANIES INCLUDING: WASTE MANAGEMENT OF MISSOURI 7320 HALL STREET ST. LOUIS MO 63147	E-MAIL ADDRESS:		INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : ACE American Insurance Company		22667	
	INSURER B : Indemnity Insurance Co of North America		43575	
	INSURER C : ACE Fire Underwriters Insurance Company		20702	
	INSURER D : ACE Property & Casualty Insurance Co		20699	
	INSURER E :			
INSURER F :				

**COVERAGES** MOSTLOUI **CERTIFICATE NUMBER:** 13308582 **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU INCLUDED <input checked="" type="checkbox"/> ISO FORM CG00010413 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	HDO G71237345	1/1/2020	1/1/2021	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 6,000,000 PRODUCTS - COMP/OP AGG \$ 6,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> MCS-90	Y	Y	MMT H25290008	1/1/2020	1/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	Y	Y	XOO G27929242 005	1/1/2020	1/1/2021	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$ XXXXXXXX
B A C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	Y N/A	WLR C66043058 (AOS) WLR C66043010 (AZ, CA & MA) SCF C66043095 (WI)	1/1/2020 1/1/2020 1/1/2020	1/1/2021 1/1/2021 1/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 3,000,000 E.L. DISEASE - EA EMPLOYEE \$ 3,000,000 E.L. DISEASE - POLICY LIMIT \$ 3,000,000
A	EXCESS AUTO LIABILITY	Y	Y	XSA H25289961	1/1/2020	1/1/2021	COMBINED SINGLE LIMIT \$9,000,000 (EACH ACCIDENT)

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

BLANKET WAIVER OF SUBROGATION IS GRANTED IN FAVOR OF CERTIFICATE HOLDER ON ALL POLICIES WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT WHERE PERMISSIBLE BY LAW. CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED (EXCEPT FOR WORKERS COMP/EL) WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT. ADDITIONAL INSURED IN FAVOR OF THE CITY OF ST. LOUIS ON ALL POLICIES (EXCEPT WORKERS' COMPENSATION/EL) WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT. THE INSURANCE AFFORDED TO THE ADDITIONAL INSURED AS DESCRIBED IN THIS CERTIFICATE OF INSURANCE FOR WORK PERFORMED BY THE NAMED INSURED IS PRIMARY AND NON-CONTRIBUTORY TO ANY SIMILAR COVERAGE MAINTAINED BY THE ADDITIONAL INSURED WHERE AND TO THE EXTENT REQUIRED BY CONTRACT.

## CERTIFICATE HOLDER

**13308582**  
ST LOUIS GATEWAY TRANSPORTATION CTR  
430 S 15TH ST  
ST. LOUIS MO 63103

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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STATEWIDE TRASH COLLECTION SERVICES DURATION: OCTOBER 1, 2019 THROUGH JANUARY 31, 2020			
Contract Supervisor	Catrina Brimer	314-622-3453	<a href="mailto:brimerca@stlouis-mo.gov">brimerca@stlouis-mo.gov</a>
Waste Management of Missouri, Inc.	Amy Baiser	314-704-2783 (T) 314-305-1716 (C)	<a href="mailto:AWiser@wm.com">AWiser@wm.com</a>

All terms and conditions of the State of Missouri Statewide contract prevails. Any variances from the terms and conditions, not agreed upon by both parties, shall be considered clerical error and void.

1. The City of St. Louis has approved the use of State of Missouri Contract as follows:

**Contract No. CS191017003 held by Waste Management of Missouri, Inc.. DUNS #:** \_\_\_\_\_

This is a cooperative agreement under the State of Missouri ☐ Office of Administration with a beginning date of October 1, 2019 for the City of St. Louis (See attached Statewide Contract for actual contract dates).

2. Departments may utilize Statewide Trash Collection Services under this contract. The contractor shall provide all trash receptacles requested by the City of St. Louis and shall place each such trash receptacle at locations designated by the City of St. Louis.
3. The contractor shall retain ownership of all trash receptacles provided and shall keep the trash receptacles in good mechanical and safe working condition. The contractor shall supply a replacement trash receptacle at no additional fee to the City of St. Louis in the case of a trash receptacle needing to be removed for repair or maintenance.
4. The contractor shall provide all trash collection services during business hours, between 8:00 a.m. and 5:00 p.m. Monday through Friday, excluding holidays, or on days and times mutually agreeable to the contractor and the City of St. Louis.
5. The contractor shall collect all types of trash from the trash receptacles, with the exception of hazardous waste and any other items that are prohibited by law from being disposed of in landfills.
6. The contractor shall be responsible for all permits, fees, and expenses related to the disposal of trash.
7. All City employees are expected to comply with the procurement process established by the Supply Division. Questions should be directed to Catrina Brimer, Contract Supervisor at (314) 622-3453.
8. The contractor's pricing can be obtained by contacting the contractor with trash collection requirements. To get this State of Missouri pricing, you have to establish an account with Waste Management of Missouri, Inc.
9. The contractor shall place the containers at locations designated by City of St. Louis using departments.
10. Trash Collection Services shall be provided on an as needed, if needed basis, or upon stated pickup schedules as mutually agreed upon. Payment Terms are Net 30 days.
11. Contractor shall provide a Certificate of Insurance naming the City of St. Louis as an Additional Insured regards to General Liability and Professional and Pollution Liability.
10. Usage will be monitored quarterly and any department found ordering in violation of City procedures will have the privilege of Using these contracts revoked.



STATE OF MISSOURI  
OFFICE OF ADMINISTRATION  
DIVISION OF PURCHASING

## NOTIFICATION OF STATEWIDE CONTRACT

Date: February 5, 2019

**CONTRACT TITLE:**           **Statewide Trash Collection Services**

<b>CURRENT CONTRACT PERIOD:</b>	<b>February 1, 2019 through January 31, 2020</b>	
<b>RENEWAL INFORMATION:</b>	Original Contract Period:	<b>February 1, 2019 through January 31, 2020</b>
	Renewal Options Available:	2
	Potential Final Expiration:	January 31, 2022
<b>BUYER INFORMATION:</b>	Tammy Michel (573) 751-3114 <a href="mailto:Tammy.michel@oa.mo.gov">Tammy.michel@oa.mo.gov</a>	

ALL PURCHASES MADE UNDER THIS CONTRACT MUST BE FOR **PUBLIC USE ONLY**.  
PURCHASES FOR PERSONAL USE BY PUBLIC EMPLOYEES OR OFFICIALS ARE PROHIBITED.

THE USE OF THIS CONTRACT IS **PREFERRED** FOR ALL STATE AGENCIES.

The entire contract document may be viewed and printed from the Division of Purchasing's **Awarded Bid & Contract Document Search** located on the Internet at

<http://oa.mo.gov/purchasing>.

*~ Instructions for use of the contract, specifications, requirements, and pricing are attached ~.*

CONTRACT NUMBER	SAM II VENDOR NUMBER/ MissouriBUYS SYSTEM ID	VENDOR INFORMATION	MBE/ WBE	COOP PROCURE- MENT
CS191017001	8608977190 8/ MB00095209	Republic of Jefferson City 5645 Moreau River Access Road Jefferson City, MO 65101 Contact Person: Monte Krehbiel Phone: (573) 636-1105 Email: <a href="mailto:mkrehbiel@republicservices.com">mkrehbiel@republicservices.com</a>	No	Yes
<b>Counties Awarded:</b> Audrain, Boone, Callaway, Camden, Cole, Cooper, Hickory, Maries, Miller, Moniteau, Montgomery, Morgan, Osage, Phelps and Pulaski.				



CONTRACT NUMBER	SAM II VENDOR NUMBER/ MissouriBUYS SYSTEM ID	VENDOR INFORMATION	MBE/WBE	COOP PROCUREMENT
CS191017002	6507169040 3/ MB00093891	Republic Services of Quincy 3110 Kochs Lane Quincy IL 62305 Contact: Mark Starr Phone: (217) 391-2989 Email: <a href="mailto:mstarr@republicservices.com">mstarr@republicservices.com</a>	No	Yes
<b><u>Counties Awarded:</u></b> Audrain, Clark, Knox, Lewis, Marion, Monroe, Pike, Ralls, and Shelby				
CS191017003	4309923670 K/ MB00094486	Waste Management of Missouri, Inc. 7320 Hall Street St. Louis, MO 63147 Contact Person: Sandy Edwards Phone: (314) 365-3239 Email: <a href="mailto:sedward9@wm.com">sedward9@wm.com</a>	No	Yes
<b><u>Counties Awarded:</u></b> St. Louis County, Jefferson, St. Charles, St. Francois, Washington, Lincoln, Montgomery, Warren, Andrew, Atchison, Buchanan, Caldwell, Clay, Clinton, Dekalb, Davies, Gentry, Holt, Nodaway, and Platte				
CS191017004	4806348060 1/ MB00118215	Waste Management of Kansas Inc PO Box 9001054 Louisville, KY 40290 Contact Person: Wandell (Dell) Johnson Phone: (913) 242-1305 Email: <a href="mailto:wjohns26@wm.com">wjohns26@wm.com</a>	No	Yes
<b><u>Counties Awarded:</u></b> Jackson, Clay, and Platte (Commercial and Rolloff services Cass, Lafayette, and Ray (Rolloff services only)				

## STATEWIDE CONTRACT HISTORY

The following summarizes actions related to this Notification of Statewide Contract since its initial issuance. Any and all revisions have been incorporated into the attached document.

Contract Period	Issue Date	Summary of Changes
02/01/2019 <input type="checkbox"/> 01/31/2020	02/5/19	<ul style="list-style-type: none"><li>• Updated Awarded Counties for Contract CS191017001</li></ul>
02/01/2019 <input type="checkbox"/> 01/31/2020	01/28/19	<ul style="list-style-type: none"><li>• Corrected Buyer E-mail Address</li></ul>
02/01/2019 <input type="checkbox"/> 01/31/2020	01/28/19	<ul style="list-style-type: none"><li>• Initial issuance of new statewide contract</li></ul>

## INSTRUCTIONS FOR STATE AGENCIES

Pursuant to paragraph 1.2.1 herein, the state agency shall contact the lowest priced contractor. Refer to paragraph 1.2.1 for instructions on determination of the lowest priced contractor. The state agency will need to contact the contractor(s) to obtain quotes.

None of the contractors were awarded preference points.

## **1. CONTRACTUAL REQUIREMENTS**

### **1.1 General Requirements:**

- 1.1.1 The contractor shall provide trash collection services for the State of Missouri for various state agency locations (hereinafter referred to as the state agency), in accordance with the provisions and requirements stated herein and to the sole satisfaction of the state agency.
- a. For purposes of the contract, a state agency shall be defined as a division, section, bureau, office, program, board, regional/district office, etc., that exists within a department of Missouri State Government. For the purposes of this document, this shall also include the Judicial and Legislative branches of the State of Missouri.
  - b. The contractor shall provide services in the county/counties awarded, as specified on the Notice of Award issued by the Division of Purchasing.
- 1.1.2 The contractor shall provide services on an as needed, if needed basis. The State of Missouri does not guarantee any usage of the contract whatsoever. The contractor shall agree and understand that the contract shall be construed as a preferred use contract but shall not be construed as an exclusive arrangement.
- a. A contract for Solid Waste Management Services also exists. The state agency requesting trash services will have the option to determine which contract(s) to utilize.
  - b. Any state agency requesting trash services shall be required to use the trash services contract(s) established herein or use the Solid Waste Management Services contract unless an exemption is granted by the Division of Purchasing. In addition, the contractor shall agree and understand that the contract shall not be construed as an exclusive arrangement and if it is in the best interest of the State of Missouri and approved by the Division of Purchasing, a state agency may obtain alternate services elsewhere.
- 1.1.3 Cooperative Procurement Program - The contractor shall participate in the State of Missouri's Cooperative Procurement Program. The contractor shall provide trash collection services as described herein under the terms and conditions, requirements, and specifications of the contract, including prices, to other government entities in accordance with the Technical Services Act (section 67.360, RSMo, which is available on the internet at: <http://www.moga.mo.gov/mostatutes/stathtml/06700003601.html?&me=67.360>.) The contractor shall further understand and agree that participation by other governmental entities is discretionary on the part of that governmental entity and the State of Missouri bears no financial responsibility for any payments due the contractor by such governmental entities.
- 1.1.4 Personnel:
- a. Each state agency will identify a state agency designee to serve as the state agency contact and will provide the telephone number and email address of the assigned designee to the contractor. The contractor shall report to and follow the state agency designee's instructions.
  - b. The contractor shall designate a contact person who shall serve as the contractor's contact and shall be the liaison between the contractor and the state agency. By no later than five (5) business days after notification by the state agency to proceed with services, the contractor shall provide the state agency with the name, address, email address, and telephone number of the contractor's contact person. The contractor's contact person shall (1) oversee all services being provided, (2) assume responsibility and liability for services performed per the contract, and (3) serve as the primary point of contact with the state agency.

### **1.2 Determination of Services:**

1.2.1 Upon determination of the need for trash collection services, current pricing (receptacle rental price per pickup, frequency of pickup) and availability to perform the trash collection services will be requested from all contractors awarded a contract for that particular county. The state agency will award the services to the lowest priced contractor at the time of the need for the services, in accordance with the requirements stated herein.

a. The state agency shall determine the lowest priced contractor, including consideration of preferences, as specified below:

1) The state agency shall determine the lowest priced contractor by determining each contractor's total cost based upon the anticipated trash collection services required and the prices quoted by each contractor at the time of the need for services. Upon determination of each contractor's total cost, cost points shall be computed from the results of the calculation stated above using a scale of 200 possible points and the following formula:

$$\frac{\text{Lowest Responsive Contractor's Price}}{\text{Compared Contractor's Price}} \times 200 = \text{Cost evaluation points}$$

1.2.2 For those contractors awarded bonus preference points during the evaluation of RFPS30034901901017, such bonus preference points shall be added to the contractor's cost evaluation points. Contractors that proposed to include products and/or services manufactured, produced or assembled by a qualified nonprofit organization for the blind established pursuant to 41 U.S.C. sections 46 to 48c or a sheltered workshop holding a certificate of approval from the Department of Elementary and Secondary Education pursuant to section 178.920, RSMo were awarded five to fifteen (5-15) bonus preference points during the evaluation of RFPS30034901901017. Additionally, contractors that qualify as Missouri service-disabled veteran business enterprise were awarded the three (3) bonus preference points during the evaluation of RFPS30034901901017.

1.2.3 The contractor with the most points after totaling the cost evaluation points and preference points will be considered the lowest priced contractor, including consideration of preferences.

1.2.4 When trash collection services are required, the state agency shall provide the contractor with as much prior notice of the trash collection services as possible. In the event that there are multiple contractors, the state agency shall utilize the services of the lowest priced contractor, including consideration of preferences, (see determination of such contractor as specified above) for the required services. In the event the lowest priced contractor, including consideration of preferences, is unable to provide the required services due to unavailability, the state agency shall contact the next lowest priced contractor, including consideration of preferences. If additional contracts exist, the state agency shall continue to use the same criteria until the needs of the state agency are met.

a. If the contractor cannot provide services according to the state agency's needs or if the contractor does not provide the type of services required by the state agency, the contractor must immediately notify the state agency. The contractor shall make every effort to meet the needs of the state agency. The state agency shall document each instance of the contractor's inability to provide the required services. If the contractor continually or consistently is unable to provide the required services, the Division of Purchasing may elect to cancel the contract.

b. In the event that none of the awarded contractors can provide the required services, the state agency may obtain the needed services from another source.

1.2.5 Because the State of Missouri needs multiple contractors throughout the state to effectively meet the state agencies' demand for trash collection services, the Division of Purchasing reserves the right to add more contractors subsequent to the initial award of contract(s). Qualifying vendors may be added as additional contractors subject to the same considerations identified herein regarding award of a contract.

### 1.3 Performance Requirements:

- 1.3.1 The contractor shall perform all trash collection services at each applicable state agency facility on an as needed, if needed basis or on a regular scheduled basis, as mutually agreed upon between the contractor and each applicable state agency.
- 1.3.2 Trash Receptacles: The contractor shall provide the trash receptacles requested by the state agency and shall place each such trash receptacle at locations designated by the state agency.
- 1.3.3 The contractor shall retain ownership of all trash receptacles provided and shall keep the trash receptacles in good mechanical and safe working condition.
- a. Within forty-eight (48) hours of state agency notification to the contractor, the contractor shall repair or schedule the repair of trash receptacles reported by the state agency as having mechanical problems.
  - b. The contractor shall supply a replacement trash receptacle at no additional fee to the state agency in the case of a trash receptacle needing to be removed for repair or maintenance.
  - c. The contractor shall agree and understand that the State of Missouri shall not be responsible for any liability incurred by the contractor or the contractor's personnel arising out of the possession, use, maintenance, delivery, return, and/or collection from the receptacles provided by the contractor.
- 1.3.4 Unscheduled Trash Collection: In addition to the scheduled trash collection service as communicated to the contractor by the state agency, the contractor shall provide unscheduled trash collection services by collecting the trash from each receptacle identified by the state agency by no later than twenty-four (24) hours after being notified by the state agency of the need to empty and collect the trash from the receptacle.
- a. The state agency makes no guarantee of a minimum or maximum amount of unscheduled trash collections that may be required.
- 1.3.5 The contractor shall provide all trash collection services during business hours, between 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding state holidays, on days and times mutually agreeable to the contractor and the state agency (see <http://oa.mo.gov/commissioner/state-holidays>).
- 1.3.6 The contractor shall collect all types of trash from the trash receptacles, with the exception of hazardous waste and any other items that are prohibited by law from being disposed of in landfills.
- a. The contractor must immediately notify the state agency in the event that hazardous waste or items prohibited by law (from being disposed of in landfills) are found in the trash receptacles.
- 1.3.7 Disposal: The contractor must dispose of all collected trash in a manner consistent with all applicable rules, regulations, etc., promulgated by the Missouri Department of Natural Resources and Missouri Department of Health and Senior Services. For disposal outside of the State of Missouri, the contractor must dispose of all trash in a manner consistent with the rules and regulations of the appropriate regulatory agencies in such states.
- a. If trash is to be disposed of outside of the State of Missouri, the contractor must either: (1) process the trash through a Transfer Station regulated by the Missouri Department of Natural Resources, or (2) dispose of the trash at a government regulated and approved facility.
  - b. The contractor shall be responsible for all permits, fees, and expenses related to the disposal of trash.
- 1.4 Additional Requirements:**
- 1.4.1 At all times, the contractor shall assist the state agency in its effort to minimize the visual obtrusiveness of the trash receptacles and surrounding area.
- a. The contractor shall maintain a fifteen (15) foot perimeter around trash receptacles at all times, keeping the area clean and free of trash.

- 1.4.2 If requested by the state agency, the contractor shall maximize sanitary conditions by cleaning, deodorizing, and disinfecting the trash receptacles after each collection, either on site or by actual replacement at no additional charge to the State of Missouri. The state agency may inspect the trash receptacles to monitor compliance with this requirement.
- 1.4.3 Prior to performance of service at a state agency and if requested by the state agency, the contractor must submit the following to the state agency:
- The name, phone number and email address of the owner/operator, the address, and the solid waste permit number for each solid waste processing facility and solid waste disposal area which will be used for the purpose of processing or disposing of any trash collected from the state agency.
  - A list of all the contractor's personnel, and the social security numbers and dates of birth for each such personnel who will be providing trash collection services at the state agency. In addition, the contractor must obtain prior written approval from the state agency for any additions or changes made to the list at any time during the term of the contract. The state agency reserves the right to accept or reject any of the contractor's personnel assigned to the contract to provide trash collection services.
- 1.4.4 The contractor shall electronically submit a report to [Rob.Didriksen@oa.mo.gov](mailto:Rob.Didriksen@oa.mo.gov) in spreadsheet format by the fifteenth (15th) of every month that includes the following information for each state agency for which services were provided:
- Billing address,
  - Service address,
  - Container size(s),
  - Frequency of collection(s), and
  - Cost for collection(s).

**1.5 Missouri Statewide Contract Quarterly Usage Report: (See RFP for Requirements)**

**1.6 Invoicing and Payment Requirements:**

- 1.6.1 Prior to any payments becoming due under the contract, the contractor must update their vendor registration with their ACH-EFT payment information at <https://MissouriBUYS.mo.gov>.
- The contractor understands and agrees that the State of Missouri reserves the right to make contract payments through electronic funds transfer (EFT).
  - The contractor must submit invoices on the contractor's original descriptive business invoice form and must use a unique invoice number with each invoice submitted. The unique invoice number will be listed on the State of Missouri's EFT addendum record to enable the contractor to properly apply the state agency's payment to the invoice submitted. The contractor may obtain detailed information for payments issued for the past twenty-four (24) months from the State of Missouri's central accounting system (SAM II) on the Vendor Services Portal at:  
<https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>
- 1.6.2 Invoicing ☐ On a monthly basis, the contractor shall submit a separate invoice to each state agency that requested services. If requested by a state agency, the contractor shall provide separate invoices for each state agency location. For example, the Department of Corrections may require a separate invoice for each correctional facility.
- The invoice shall itemize all services provided and the price as specified by the contractor and approved by the state agency at the time of services.
- 1.6.3 Payments - After acceptance and approval of the services and invoice provided, the contractor shall be paid for the services pursuant to the approved invoice.

- 1.6.4 Other than the payments specified above, no other payments or reimbursements shall be made to the contractor including tonnage charges.
- 1.6.5 The contractor shall agree and understand that each state agency utilizing the contractor's services shall be solely responsible for payment for only those services requested by that state agency.
- 1.7 **Missouri Statewide Contract Quarterly Administrative Fee: (See RFP for Requirements)**
- 1.8 **Missouri Statewide Contract Quarterly Administrative Fee Report: (See RFP for Requirements)**

# CITY OF ST. LOUIS

OFFICE OF THE SUPPLY COMMISSIONER  
1200 MARKET ST RM 324  
ST LOUIS MO 63103-2842



PURCHASE ORDER

16020P0025

PAGE

1

BLANKET RELEASE

CHANGE NOTICE

CORRECT PURCHASE ORDER AND STOCK NUMBERS MUST APPEAR ON ALL PACKAGES, INVOICES, SHIPPING PAPERS AND CORRESPONDENCE. PACKING SLIPS MUST ACCOMPANY ALL SHIPMENTS.

REPRINT NUMBER

1

## ORIGINAL PURCHASE ORDER

INVOICE TO

COMPTROLLER  
1200 MARKET STREET  
ROOM 311  
ST LOUIS MO

63103

TO

WASTE MANAGEMENT OF ST. LOUIS  
7320 HALL ST  
ST LOUIS MO 63147

SHIP TO

COMPTROLLER  
1200 MARKET STREET  
ROOM 311  
ST LOUIS MO

63103

DATE PRINTED		TERMS OF SALE		TAX CERTIFICATION NUMBER		TAX	
12/17/19		NOW				0.00	
SHIP VIA		FOB		FREIGHT TERMS		ADDITIONAL COST	
BEST WAY		PREPAID		PREPAID		0.00	
LINE	QUANTITY	UOP	VENDOR ITEM NO.	UNIT PRICE		AMOUNT	
	DATE DUE	CAT. NO.	ITEM NUMBER				
0001	1	EA	LC	2,820.00000		2,820.00	
		CITY	EACH				
	TRASH COLLECTION SERVICES						
	TRASH COLLECTION SERVICES FOR GATEWAY TRANSPORTATION CENTER						
	BLANKET PURCHASE ORDER FY 20						
	WASTE MANAGEMENT; 7320 HALL STREET, ST. LOUIS, MO 63147; 314-305-1716; AMY BAISER, ACCOUNT MANAGER						
	PER STATE CONTRACT NO. CS191017003						
	DEPART CONTACT: JUDY ARMSTRONG ARMSTRONGJ@STLOUIS-MO.GOV						
PREVIOUS PO TOTAL==>				2,820.00			
PO NET CHANGE (+)==>						.00	

REMARKS

FUND: 1116 CNTR: 1600019 ACCT: 5637000

2,820.00

TOTAL

BY *Pluchling* 12/18/19  
AUTHORIZED SIGNATURE

SJ Exhibit 18-50



**To:** Baiser, Amy[awiser@wm.com]  
**Cc:** Judy Armstrong[ArmstrongJU@stlouis-mo.gov]  
**From:** Crawford, Lynn[crawfordl@stlouis-mo.gov]  
**Sent:** Wed 12/18/2019 3:59:37 PM (UTC-06:00)  
**Subject:** [EXTERNAL] Fwd: Attached Image  
[4100\\_001.pdf](#)

Amy attached is a copy of Purchase Order #16020P0025 for the City of St. Louis Transportation Center. Please advise as to when we can get old contract out and new one in. Thank you and if you have any questions, please contact the Deputy Commissioner Lynn Crawford at 314-622-4716 or email at [crawfordl@stlouis-mo.gov](mailto:crawfordl@stlouis-mo.gov).

Please acknowledge upon receipt of this email.  
Thanks

----- Forwarded message -----

From: SUP-A-006 <sup-a-006@stlouis-mo.gov>  
Date: Wed, Dec 18, 2019 at 3:56 PM  
Subject: Attached Image  
To: Lynn Crawford <CrawfordL@stlouis-mo.gov>

--

Lynn Crawford, CPPB/Deputy Supply Commissioner  
City of St. Louis  
1200 Market Street, Room 324  
St. Louis, MO 63103  
314-622-4716  
314-622-4141 fax

**To:** Crawford, Lynn[crawfordl@stlouis-mo.gov]  
**Cc:** Judy Armstrong[ArmstrongJU@stlouis-mo.gov]  
**From:** Baiser, Amy["/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=4780E36FC09F40CE8EE5DBBAF7A4A0B7-AWISER"]  
**Sent:** Thur 12/19/2019 4:09:45 PM (UTC-06:00)  
**Subject:** RE: [EXTERNAL] Fwd: Attached Image

I just sent a follow up to the inside sales team. They should be reaching out today or tomorrow.

**Amy Baiser**

Account Manager

[awiser@wm.com](mailto:awiser@wm.com)

**Waste Management**

7320 Hall St.

St. Louis, MO 63147

Cell 314 305 1716

**From:** Crawford, Lynn <crawfordl@stlouis-mo.gov>  
**Sent:** Wednesday, December 18, 2019 4:00 PM  
**To:** Baiser, Amy <AWiser@wm.com>  
**Cc:** Judy Armstrong <ArmstrongJU@stlouis-mo.gov>  
**Subject:** [EXTERNAL] Fwd: Attached Image

Amy attached is a copy of Purchase Order **#16020P0025** for the **City of St. Louis Transportation Center**. Please advise as to when we can get old contract out and new one in. Thank you and if you have any questions, please contact the Deputy Commissioner Lynn Crawford at **314-622-4716** or email at [crawfordl@stlouis-mo.gov](mailto:crawfordl@stlouis-mo.gov).

Please acknowledge upon receipt of this email.

Thanks

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From: **SUP-A-006** <[sup-a-006@stlouis-mo.gov](mailto:sup-a-006@stlouis-mo.gov)>  
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Subject: Attached Image  
To: Lynn Crawford <[CrawfordL@stlouis-mo.gov](mailto:CrawfordL@stlouis-mo.gov)>

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**Lynn Crawford**,CPPB/Deputy Supply Commissioner  
City of St. Louis  
1200 Market Street, Room 324  
St. Louis, MO 63103  
314-622-4716  
314-622-4141 fax



Waste Management of Missouri, Inc.  
700 E Butlerfield Rd 4th FL  
Lombard, IL, 60148-8006  
(800) 796-8888

WM Agreement #  
Customer Acct #  
Acct. Name  
Salesperson  
Effective Date  
Last API Date

S0008787019  
100-186123  
ST LOUIS GATEWAY  
TRANSPRTN CTR  
Dena Rossi  
8/1/2017  
06/22/2012

## Service Agreement Non-Hazardous Waste Service Summary

### Service Information

Name **ST LOUIS GATEWAY  
TRANSPRTN CTR** Contact **ROBIN S JONES**  
Address **430 S 15TH ST** Telephone # **3148121430**  
City/State/Zip **SAINT LOUIS, MO  
63103-2807** Fax #  
County/Parish **SAINT LOUIS CITY** Email **jonesr@stlouiscity.com**

### Customer Comments:

### Service Description & Recurring Rates

Quantity	Equipment	Material/Stream	Frequency	Base Rate
2	4 Yard PCL	MSW Commercial	6x Per Week	\$ 340.00
				Fuel & Environmental/ROR \$ 0.00

Current rate for Extra Pickup (per Lift): \$ 180.00

Customer's Waste Materials not to exceed an average weight of lbs/yard.  
Initial One Time Service Charges\*

### As Needed Services\*

The above listed Charges are for recurring services only. Charges for all additional services will be at current rates at the time of service. These include but are not limited to: extra pickups, container removal, overages and contamination. Contact Waste Management for a full list of such additional services and current prices.

\*Fuel Surcharge, Environmental Charge, and Regulatory Cost Recovery ("RCR") Charge apply to all other Charges whether or not listed on this summary; any amounts shown above are estimated, and actual amounts will be calculated at the time of invoicing based on a percentage of the Charges. Information about these charges can be found at [www.wm.com/811help](http://www.wm.com/811help). State & Local taxes, and/or fees and a Recycle Material Offset, if applicable, will also be added to the Charges. An Administrative Charge per invoice will be assessed and can be removed by enrolling in paperless statements and automated payments.

Contract Term for monthly rate services is for 3 year(s) from the Effective Date ('Initial Term') and it shall automatically renew thereafter for additional terms of 36 months ('Renewal Term') unless terminated as set forth herein.

The individual signing this agreement on behalf of customer acknowledges that he/she has read and accepts the terms and conditions of this agreement which accompany this service summary sheet and that he/she has the authority to sign on behalf of the customer.

*James M. Garavaglia*  
Customer Signature

JAMES M. GARAVAGLIA  
Printed Name

DEPUTY COMPTROLLER  
Title

5-22-17  
Date

*Dena Rossi*  
Company Waste Management of Missouri, Inc.

Dena Rossi  
Printed Name

Waste Management Sales Rep.  
Title

5/25/17  
Date

Terms and Conditions on following page(s)

**To:** awiser@wm.com[awiser@wm.com]; Baiser, Amy[AWiser@wm.com]  
**From:** Crawford, Lynn[crawfordl@stlouis-mo.gov]  
**Sent:** Tue 9/17/2019 4:19:58 PM (UTC-05:00)  
**Subject:** [EXTERNAL] Fwd: Waste Management Contact  
[St Louis Gateway Transportation.pdf](#)

Amy, per our conversation last week, here is a copy of emails sent and received from Sandy Edwards. The City of St. Louis Transportation System had a contract with WM of Illinois. See enclosed. However, it has been determined that this contract has expired. Also, upon further review of the contract document, the City employee who signed the original agreement does not have the authority to enter the City into a contract. Therefore, what the City would like to do is enter into an agreement with Waste Management based on the State of Missouri Contract (CS191017003) with your company. The service we are requiring is the same as on the now expired contract. 6x week pickup, 2 each 4 yard containers. What we need is pricing information for daily service to City of St. Louis, Gateway Transportation Center, 430 S. 15th Street, St. Louis, MO 63103. We will also need a rate for extra pickups, if needed. We will also need any other fees associated. All services are to be based on the contract with the State.

Thank you for your cooperation and a prompt response would be appreciated.

Any questions, let me know.

Lynn

----- Forwarded message -----

**From:** Edwards, Sandra <[sedward9@wm.com](mailto:sedward9@wm.com)>  
**Date:** Wed, Aug 21, 2019 at 10:23 AM  
**Subject:** RE: Fwd: Waste Management Contact  
**To:** Crawford, Lynn <[crawfordl@stlouis-mo.gov](mailto:crawfordl@stlouis-mo.gov)>

**From:** Crawford, Lynn <[crawfordl@stlouis-mo.gov](mailto:crawfordl@stlouis-mo.gov)>  
**Sent:** Thursday, August 15, 2019 4:38 PM  
**To:** Edwards, Sandra <[sedward9@wm.com](mailto:sedward9@wm.com)>  
**Cc:** Judy Armstrong <[ArmstrongJU@stlouis-mo.gov](mailto:ArmstrongJU@stlouis-mo.gov)>  
**Subject:** [EXTERNAL] Fwd: Waste Management Contact

I am still waiting for pricing information for trash collection services for the City of St. Louis. Please let me know if Waste Management will or will not provide these services for us through the State of Mo contract. Your prompt response would be appreciated.

Thank you,

Lynn

----- Forwarded message -----

**From:** Crawford, Lynn <[crawfordl@stlouis-mo.gov](mailto:crawfordl@stlouis-mo.gov)>  
**Date:** Thu, Aug 8, 2019 at 5:38 PM  
**Subject:** Re: Waste Management Contact  
**To:** Edwards, Sandra <[sedward9@wm.com](mailto:sedward9@wm.com)>

**SJ Exhibit 18-54**

Sandra, just following up on pricing. Please advise.

Thank you,

Lynn

On Fri, Aug 2, 2019 at 4:03 PM Edwards, Sandra <[sedward9@wm.com](mailto:sedward9@wm.com)> wrote:

Thank you for your call today. I will get that pricing to next week.

Thank you,

Sandy Edwards

Account Manager - MO Valley

**Waste Management**

Cell - 314-365-3239

[Sedward9@wm.com](mailto:Sedward9@wm.com)

**Cust Svc - 800 989 2783**

---

**Recycling is a good thing. Please recycle any printed emails.**

--

**Lynn Crawford**, CPPB/Deputy Supply Commissioner  
City of St. Louis

1200 Market Street, Room 324  
St. Louis, MO 63103  
314-622-4716  
314-622-4141 fax

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**Lynn Crawford**,CPPB/Deputy Supply Commissioner  
City of St. Louis

1200 Market Street, Room 324  
St. Louis, MO 63103  
314-622-4716  
314-622-4141 fax

**To:** Baiser, Amy[AWiser@wm.com]  
**Cc:** Judy Armstrong[ArmstrongJU@stlouis-mo.gov]  
**From:** Crawford, Lynn[crawfordl@stlouis-mo.gov]  
**Sent:** Thur 10/3/2019 4:18:42 PM (UTC-05:00)  
**Subject:** [EXTERNAL] Re: Fwd: Fwd: Waste Management Contact

If you can, yes that will work for us. We will state issue the contract under the State Contract number.  
Thank you,

Lynn

On Thu, Oct 3, 2019 at 12:58 PM Baiser, Amy <[AWiser@wm.com](mailto:AWiser@wm.com)> wrote:

Hey Lynn,

Sorry for the delay on this. I plugged your account into the State of Missouri system to give you rates based off that agreement and it would actually increase your bill. You currently pay \$393.53/month and if I put you on with the State of MO, I would have to increase your rate by \$8.47/month. Not a huge increase, but still an increase. Since it isn't a crazy increase, I can see if I can get approval to leave it the same and sign at your current rate of \$393.53. If I can get that approved, would that work for you?

100-185123 ST LOUIS GATEWAY TRANSPRTN CTR 430 S 15TH ST CM

**Amy Baiser**

Account Manager

[awiser@wm.com](mailto:awiser@wm.com)

**Waste Management**

7320 Hall St.

St. Louis, MO 63147

Cell 314 305 1716

**From:** Crawford, Lynn <[crawfordl@stlouis-mo.gov](mailto:crawfordl@stlouis-mo.gov)>  
**Sent:** Tuesday, September 17, 2019 4:20 PM  
**To:** Baiser, Amy <[AWiser@wm.com](mailto:AWiser@wm.com)>  
**Subject:** [EXTERNAL] Fwd: Fwd: Waste Management Contact

Amy, per our conversation last week, here is a copy of emails sent and received from Sandy Edwards. The City of St. Louis Transportation System had a contract with WM of Illinois. See enclosed. However, it has been determined that this contract has expired. Also, upon further review of the contract document, the City employee who signed the original agreement does not have the authority to enter the City into a contract. Therefore, what the City would like to do is enter

**SJ Exhibit 18-57**

into an agreement with Waste Management based on the State of Missouri Contract (CS191017003) with your company. The service we are requiring is the same as on the now expired contract. 6x week pickup, 2 each 4 yard containers. What we need is pricing information for daily service to City of St. Louis, Gateway Transportation Center, 430 S. 15th Street, St. Louis, MO 63103. We will also need a rate for extra pickups, if needed. We will also need any other fees associated. All services are to be based on the contract with the State.

Thank you for your cooperation and a prompt response would be appreciated.

Any questions, let me know.

Lynn

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**From:** Edwards, Sandra <[sedward9@wm.com](mailto:sedward9@wm.com)>  
**Date:** Wed, Aug 21, 2019 at 10:23 AM  
**Subject:** RE: Fwd: Waste Management Contact  
**To:** Crawford, Lynn <[crawfordl@stlouis-mo.gov](mailto:crawfordl@stlouis-mo.gov)>

**From:** Crawford, Lynn <[crawfordl@stlouis-mo.gov](mailto:crawfordl@stlouis-mo.gov)>  
**Sent:** Thursday, August 15, 2019 4:38 PM  
**To:** Edwards, Sandra <[sedward9@wm.com](mailto:sedward9@wm.com)>  
**Cc:** Judy Armstrong <[ArmstrongJU@stlouis-mo.gov](mailto:ArmstrongJU@stlouis-mo.gov)>  
**Subject:** [EXTERNAL] Fwd: Waste Management Contact

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Thank you,

Lynn

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**From:** Crawford, Lynn <[crawfordl@stlouis-mo.gov](mailto:crawfordl@stlouis-mo.gov)>  
**Date:** Thu, Aug 8, 2019 at 5:38 PM  
**Subject:** Re: Waste Management Contact  
**To:** Edwards, Sandra <[sedward9@wm.com](mailto:sedward9@wm.com)>



Sandra, just following up on pricing. Please advise.

Thank you,

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Thank you for your call today. I will get that pricing to next week.

Thank you,

Sandy Edwards

Account Manager - MO Valley

**Waste Management**

Cell - 314-365-3239

[Sedward9@wm.com](mailto:Sedward9@wm.com)

**Cust Svc - 800 989 2783**

---

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City of St. Louis

1200 Market Street, Room 324  
St. Louis, MO 63103  
314-622-4716  
314-622-4141 fax

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St. Louis, MO 63103  
314-622-4716  
314-622-4141 fax

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**Cc:** Judy Armstrong[ArmstrongJU@stlouis-mo.gov]  
**From:** Crawford, Lynn[crawfordl@stlouis-mo.gov]  
**Sent:** Tue 10/8/2019 5:31:22 PM (UTC-05:00)  
**Subject:** [EXTERNAL] Re: Re: Fwd: Fwd: Waste Management Contact

Amy, I will address when I return on 10/21/19.  
Thank you so much for your assistance. We will wrap things up then.

Lynn

On Fri, Oct 4, 2019 at 10:50 AM Baiser, Amy <[AWiser@wm.com](mailto:AWiser@wm.com)> wrote:

Sounds good. I just need a PO from you and I will get it resigned under state of mo.

**Amy Baiser**

Account Manager

[awiser@wm.com](mailto:awiser@wm.com)

**Waste Management**

7320 Hall St.

St. Louis, MO 63147

Cell 314 305 1716

**From:** Crawford, Lynn <[crawfordl@stlouis-mo.gov](mailto:crawfordl@stlouis-mo.gov)>  
**Sent:** Thursday, October 3, 2019 4:19 PM  
**To:** Baiser, Amy <[AWiser@wm.com](mailto:AWiser@wm.com)>  
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CM

**Amy Baiser**

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**Waste Management**

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St. Louis, MO 63147

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To: Crawford, Lynn <[crawfordl@stlouis-mo.gov](mailto:crawfordl@stlouis-mo.gov)>

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**SJ Exhibit 18-63**

Thank you,

Sandy Edwards

Account Manager - MO Valley

**Waste Management**

Cell - 314-365-3239

[Sedward9@wm.com](mailto:Sedward9@wm.com)

**Cust Svc - 800 989 2783**

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**Lynn Crawford**,CPPB/Deputy Supply Commissioner  
City of St. Louis

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314-622-4716  
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1200 Market Street, Room 324  
St. Louis, MO 63103  
314-622-4716  
314-622-4141 fax

STATEWIDE TRASH COLLECTION SERVICES DURATION: OCTOBER 1, 2019 THROUGH JANUARY 31, 2020			
Contract Supervisor	Catrina Brimer	314-622-3453	<a href="mailto:brimerca@stlouis-mo.gov">brimerca@stlouis-mo.gov</a>
Waste Management of Missouri, Inc.	Amy Baiser	314-704-2783 (T) 314-305-1716 (C)	<a href="mailto:AWiser@wm.com">AWiser@wm.com</a>

All terms and conditions of the State of Missouri Statewide contract prevails. Any variances from the terms and conditions, not agreed upon by both parties, shall be considered clerical error and void.

1. The City of St. Louis has approved the use of State of Missouri Contract as follows:

**Contract No. CS191017003 held by Waste Management of Missouri, Inc.. DUNS #:** \_\_\_\_\_

This is a cooperative agreement under the State of Missouri ☐ Office of Administration with a beginning date of October 1, 2019 for the City of St. Louis (See attached Statewide Contract for actual contract dates).

2. Departments may utilize Statewide Trash Collection Services under this contract. The contractor shall provide all trash receptacles requested by the City of St. Louis and shall place each such trash receptacle at locations designated by the City of St. Louis.
3. The contractor shall retain ownership of all trash receptacles provided and shall keep the trash receptacles in good mechanical and safe working condition. The contractor shall supply a replacement trash receptacle at no additional fee to the City of St. Louis in the case of a trash receptacle needing to be removed for repair or maintenance.
4. The contractor shall provide all trash collection services during business hours, between 8:00 a.m. and 5:00 p.m. Monday through Friday, excluding holidays, or on days and times mutually agreeable to the contractor and the City of St. Louis.
5. The contractor shall collect all types of trash from the trash receptacles, with the exception of hazardous waste and any other items that are prohibited by law from being disposed of in landfills.
6. The contractor shall be responsible for all permits, fees, and expenses related to the disposal of trash.
7. All City employees are expected to comply with the procurement process established by the Supply Division. Questions should be directed to Catrina Brimer, Contract Supervisor at (314) 622-3453.
8. The contractor's pricing can be obtained by contacting the contractor with trash collection requirements. To get this State of Missouri pricing, you have to establish an account with Waste Management of Missouri, Inc.
9. The contractor shall place the containers at locations designated by City of St. Louis using departments.
10. Trash Collection Services shall be provided on an as needed, if needed basis, or upon stated pickup schedules as mutually agreed upon. Payment Terms are Net 30 days.
11. Contractor shall provide a Certificate of Insurance naming the City of St. Louis as an Additional Insured regards to General Liability and Professional and Pollution Liability.
10. Usage will be monitored quarterly and any department found ordering in violation of City procedures will have the privilege of Using these contracts revoked.





STATE OF MISSOURI  
OFFICE OF ADMINISTRATION  
DIVISION OF PURCHASING

## NOTIFICATION OF STATEWIDE CONTRACT

Date: February 5, 2019

**CONTRACT TITLE:**           **Statewide Trash Collection Services**

<b>CURRENT CONTRACT PERIOD:</b>	<b>February 1, 2019 through January 31, 2020</b>	
<b>RENEWAL INFORMATION:</b>	Original Contract Period:	<b>February 1, 2019 through January 31, 2020</b>
	Renewal Options Available:	2
	Potential Final Expiration:	January 31, 2022
<b>BUYER INFORMATION:</b>	Tammy Michel (573) 751-3114 <a href="mailto:Tammy.michel@oa.mo.gov">Tammy.michel@oa.mo.gov</a>	

ALL PURCHASES MADE UNDER THIS CONTRACT MUST BE FOR **PUBLIC USE ONLY**.  
PURCHASES FOR PERSONAL USE BY PUBLIC EMPLOYEES OR OFFICIALS ARE PROHIBITED.

THE USE OF THIS CONTRACT IS **PREFERRED** FOR ALL STATE AGENCIES.

The entire contract document may be viewed and printed from the Division of Purchasing's **Awarded Bid & Contract Document Search** located on the Internet at

<http://oa.mo.gov/purchasing>.

*~ Instructions for use of the contract, specifications, requirements, and pricing are attached ~.*

CONTRACT NUMBER	SAM II VENDOR NUMBER/ MissouriBUYS SYSTEM ID	VENDOR INFORMATION	MBE/ WBE	COOP PROCUREMENT
CS191017001	8608977190 8/ MB00095209	Republic of Jefferson City 5645 Moreau River Access Road Jefferson City, MO 65101 Contact Person: Monte Krehbiel Phone: (573) 636-1105 Email: <a href="mailto:mkrehbiel@republicservices.com">mkrehbiel@republicservices.com</a>	No	Yes
<b>Counties Awarded:</b> Audrain, Boone, Callaway, Camden, Cole, Cooper, Hickory, Maries, Miller, Moniteau, Montgomery, Morgan, Osage, Phelps and Pulaski.				

CONTRACT NUMBER	SAM II VENDOR NUMBER/ MissouriBUYS SYSTEM ID	VENDOR INFORMATION	MBE/WBE	COOP PROCUREMENT
CS191017002	6507169040 3/ MB00093891	Republic Services of Quincy 3110 Kochs Lane Quincy IL 62305 Contact: Mark Starr Phone: (217) 391-2989 Email: <a href="mailto:mstarr@republicservices.com">mstarr@republicservices.com</a>	No	Yes
<b><u>Counties Awarded:</u></b> Audrain, Clark, Knox, Lewis, Marion, Monroe, Pike, Ralls, and Shelby				
CS191017003	4309923670 K/ MB00094486	Waste Management of Missouri, Inc. 7320 Hall Street St. Louis, MO 63147 Contact Person: Sandy Edwards Phone: (314) 365-3239 Email: <a href="mailto:sedward9@wm.com">sedward9@wm.com</a>	No	Yes
<b><u>Counties Awarded:</u></b> St. Louis County, Jefferson, St. Charles, St. Francois, Washington, Lincoln, Montgomery, Warren, Andrew, Atchison, Buchanan, Caldwell, Clay, Clinton, Dekalb, Davies, Gentry, Holt, Nodaway, and Platte				
CS191017004	4806348060 1/ MB00118215	Waste Management of Kansas Inc PO Box 9001054 Louisville, KY 40290 Contact Person: Wandell (Dell) Johnson Phone: (913) 242-1305 Email: <a href="mailto:wjohns26@wm.com">wjohns26@wm.com</a>	No	Yes
<b><u>Counties Awarded:</u></b> Jackson, Clay, and Platte (Commercial and Rolloff services Cass, Lafayette, and Ray (Rolloff services only)				

## STATEWIDE CONTRACT HISTORY

The following summarizes actions related to this Notification of Statewide Contract since its initial issuance. Any and all revisions have been incorporated into the attached document.

Contract Period	Issue Date	Summary of Changes
02/01/2019 <input type="checkbox"/> 01/31/2020	02/5/19	<ul style="list-style-type: none"><li>• Updated Awarded Counties for Contract CS191017001</li></ul>
02/01/2019 <input type="checkbox"/> 01/31/2020	01/28/19	<ul style="list-style-type: none"><li>• Corrected Buyer E-mail Address</li></ul>
02/01/2019 <input type="checkbox"/> 01/31/2020	01/28/19	<ul style="list-style-type: none"><li>• Initial issuance of new statewide contract</li></ul>

## INSTRUCTIONS FOR STATE AGENCIES

Pursuant to paragraph 1.2.1 herein, the state agency shall contact the lowest priced contractor. Refer to paragraph 1.2.1 for instructions on determination of the lowest priced contractor. The state agency will need to contact the contractor(s) to obtain quotes.

None of the contractors were awarded preference points.

## **1. CONTRACTUAL REQUIREMENTS**

### **1.1 General Requirements:**

- 1.1.1 The contractor shall provide trash collection services for the State of Missouri for various state agency locations (hereinafter referred to as the state agency), in accordance with the provisions and requirements stated herein and to the sole satisfaction of the state agency.
- a. For purposes of the contract, a state agency shall be defined as a division, section, bureau, office, program, board, regional/district office, etc., that exists within a department of Missouri State Government. For the purposes of this document, this shall also include the Judicial and Legislative branches of the State of Missouri.
  - b. The contractor shall provide services in the county/counties awarded, as specified on the Notice of Award issued by the Division of Purchasing.
- 1.1.2 The contractor shall provide services on an as needed, if needed basis. The State of Missouri does not guarantee any usage of the contract whatsoever. The contractor shall agree and understand that the contract shall be construed as a preferred use contract but shall not be construed as an exclusive arrangement.
- a. A contract for Solid Waste Management Services also exists. The state agency requesting trash services will have the option to determine which contract(s) to utilize.
  - b. Any state agency requesting trash services shall be required to use the trash services contract(s) established herein or use the Solid Waste Management Services contract unless an exemption is granted by the Division of Purchasing. In addition, the contractor shall agree and understand that the contract shall not be construed as an exclusive arrangement and if it is in the best interest of the State of Missouri and approved by the Division of Purchasing, a state agency may obtain alternate services elsewhere.
- 1.1.3 Cooperative Procurement Program - The contractor shall participate in the State of Missouri's Cooperative Procurement Program. The contractor shall provide trash collection services as described herein under the terms and conditions, requirements, and specifications of the contract, including prices, to other government entities in accordance with the Technical Services Act (section 67.360, RSMo, which is available on the internet at: <http://www.moga.mo.gov/mostatutes/stathtml/06700003601.html?&me=67.360>.) The contractor shall further understand and agree that participation by other governmental entities is discretionary on the part of that governmental entity and the State of Missouri bears no financial responsibility for any payments due the contractor by such governmental entities.
- 1.1.4 Personnel:
- a. Each state agency will identify a state agency designee to serve as the state agency contact and will provide the telephone number and email address of the assigned designee to the contractor. The contractor shall report to and follow the state agency designee's instructions.
  - b. The contractor shall designate a contact person who shall serve as the contractor's contact and shall be the liaison between the contractor and the state agency. By no later than five (5) business days after notification by the state agency to proceed with services, the contractor shall provide the state agency with the name, address, email address, and telephone number of the contractor's contact person. The contractor's contact person shall (1) oversee all services being provided, (2) assume responsibility and liability for services performed per the contract, and (3) serve as the primary point of contact with the state agency.

### **1.2 Determination of Services:**

1.2.1 Upon determination of the need for trash collection services, current pricing (receptacle rental price per pickup, frequency of pickup) and availability to perform the trash collection services will be requested from all contractors awarded a contract for that particular county. The state agency will award the services to the lowest priced contractor at the time of the need for the services, in accordance with the requirements stated herein.

a. The state agency shall determine the lowest priced contractor, including consideration of preferences, as specified below:

1) The state agency shall determine the lowest priced contractor by determining each contractor's total cost based upon the anticipated trash collection services required and the prices quoted by each contractor at the time of the need for services. Upon determination of each contractor's total cost, cost points shall be computed from the results of the calculation stated above using a scale of 200 possible points and the following formula:

$$\frac{\text{Lowest Responsive Contractor's Price}}{\text{Compared Contractor's Price}} \times 200 = \text{Cost evaluation points}$$

1.2.2 For those contractors awarded bonus preference points during the evaluation of RFPS30034901901017, such bonus preference points shall be added to the contractor's cost evaluation points. Contractors that proposed to include products and/or services manufactured, produced or assembled by a qualified nonprofit organization for the blind established pursuant to 41 U.S.C. sections 46 to 48c or a sheltered workshop holding a certificate of approval from the Department of Elementary and Secondary Education pursuant to section 178.920, RSMo were awarded five to fifteen (5-15) bonus preference points during the evaluation of RFPS30034901901017. Additionally, contractors that qualify as Missouri service-disabled veteran business enterprise were awarded the three (3) bonus preference points during the evaluation of RFPS30034901901017.

1.2.3 The contractor with the most points after totaling the cost evaluation points and preference points will be considered the lowest priced contractor, including consideration of preferences.

1.2.4 When trash collection services are required, the state agency shall provide the contractor with as much prior notice of the trash collection services as possible. In the event that there are multiple contractors, the state agency shall utilize the services of the lowest priced contractor, including consideration of preferences, (see determination of such contractor as specified above) for the required services. In the event the lowest priced contractor, including consideration of preferences, is unable to provide the required services due to unavailability, the state agency shall contact the next lowest priced contractor, including consideration of preferences. If additional contracts exist, the state agency shall continue to use the same criteria until the needs of the state agency are met.

a. If the contractor cannot provide services according to the state agency's needs or if the contractor does not provide the type of services required by the state agency, the contractor must immediately notify the state agency. The contractor shall make every effort to meet the needs of the state agency. The state agency shall document each instance of the contractor's inability to provide the required services. If the contractor continually or consistently is unable to provide the required services, the Division of Purchasing may elect to cancel the contract.

b. In the event that none of the awarded contractors can provide the required services, the state agency may obtain the needed services from another source.

1.2.5 Because the State of Missouri needs multiple contractors throughout the state to effectively meet the state agencies' demand for trash collection services, the Division of Purchasing reserves the right to add more contractors subsequent to the initial award of contract(s). Qualifying vendors may be added as additional contractors subject to the same considerations identified herein regarding award of a contract.

### 1.3 Performance Requirements:

- 1.3.1 The contractor shall perform all trash collection services at each applicable state agency facility on an as needed, if needed basis or on a regular scheduled basis, as mutually agreed upon between the contractor and each applicable state agency.
- 1.3.2 Trash Receptacles: The contractor shall provide the trash receptacles requested by the state agency and shall place each such trash receptacle at locations designated by the state agency.
- 1.3.3 The contractor shall retain ownership of all trash receptacles provided and shall keep the trash receptacles in good mechanical and safe working condition.
- a. Within forty-eight (48) hours of state agency notification to the contractor, the contractor shall repair or schedule the repair of trash receptacles reported by the state agency as having mechanical problems.
  - b. The contractor shall supply a replacement trash receptacle at no additional fee to the state agency in the case of a trash receptacle needing to be removed for repair or maintenance.
  - c. The contractor shall agree and understand that the State of Missouri shall not be responsible for any liability incurred by the contractor or the contractor's personnel arising out of the possession, use, maintenance, delivery, return, and/or collection from the receptacles provided by the contractor.
- 1.3.4 Unscheduled Trash Collection: In addition to the scheduled trash collection service as communicated to the contractor by the state agency, the contractor shall provide unscheduled trash collection services by collecting the trash from each receptacle identified by the state agency by no later than twenty-four (24) hours after being notified by the state agency of the need to empty and collect the trash from the receptacle.
- a. The state agency makes no guarantee of a minimum or maximum amount of unscheduled trash collections that may be required.
- 1.3.5 The contractor shall provide all trash collection services during business hours, between 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding state holidays, on days and times mutually agreeable to the contractor and the state agency (see <http://oa.mo.gov/commissioner/state-holidays>).
- 1.3.6 The contractor shall collect all types of trash from the trash receptacles, with the exception of hazardous waste and any other items that are prohibited by law from being disposed of in landfills.
- a. The contractor must immediately notify the state agency in the event that hazardous waste or items prohibited by law (from being disposed of in landfills) are found in the trash receptacles.
- 1.3.7 Disposal: The contractor must dispose of all collected trash in a manner consistent with all applicable rules, regulations, etc., promulgated by the Missouri Department of Natural Resources and Missouri Department of Health and Senior Services. For disposal outside of the State of Missouri, the contractor must dispose of all trash in a manner consistent with the rules and regulations of the appropriate regulatory agencies in such states.
- a. If trash is to be disposed of outside of the State of Missouri, the contractor must either: (1) process the trash through a Transfer Station regulated by the Missouri Department of Natural Resources, or (2) dispose of the trash at a government regulated and approved facility.
  - b. The contractor shall be responsible for all permits, fees, and expenses related to the disposal of trash.

#### **1.4 Additional Requirements:**

- 1.4.1 At all times, the contractor shall assist the state agency in its effort to minimize the visual obtrusiveness of the trash receptacles and surrounding area.
- a. The contractor shall maintain a fifteen (15) foot perimeter around trash receptacles at all times, keeping the area clean and free of trash.

- 1.4.2 If requested by the state agency, the contractor shall maximize sanitary conditions by cleaning, deodorizing, and disinfecting the trash receptacles after each collection, either on site or by actual replacement at no additional charge to the State of Missouri. The state agency may inspect the trash receptacles to monitor compliance with this requirement.
- 1.4.3 Prior to performance of service at a state agency and if requested by the state agency, the contractor must submit the following to the state agency:
- a. The name, phone number and email address of the owner/operator, the address, and the solid waste permit number for each solid waste processing facility and solid waste disposal area which will be used for the purpose of processing or disposing of any trash collected from the state agency.
  - b. A list of all the contractor's personnel, and the social security numbers and dates of birth for each such personnel who will be providing trash collection services at the state agency. In addition, the contractor must obtain prior written approval from the state agency for any additions or changes made to the list at any time during the term of the contract. The state agency reserves the right to accept or reject any of the contractor's personnel assigned to the contract to provide trash collection services.
- 1.4.4 The contractor shall electronically submit a report to [Rob.Didriksen@oa.mo.gov](mailto:Rob.Didriksen@oa.mo.gov) in spreadsheet format by the fifteenth (15th) of every month that includes the following information for each state agency for which services were provided:
- a. Billing address,
  - b. Service address,
  - c. Container size(s),
  - d. Frequency of collection(s), and
  - e. Cost for collection(s).

**1.5 Missouri Statewide Contract Quarterly Usage Report: (See RFP for Requirements)**

**1.6 Invoicing and Payment Requirements:**

- 1.6.1 Prior to any payments becoming due under the contract, the contractor must update their vendor registration with their ACH-EFT payment information at <https://MissouriBUYS.mo.gov>.
- a. The contractor understands and agrees that the State of Missouri reserves the right to make contract payments through electronic funds transfer (EFT).
  - b. The contractor must submit invoices on the contractor's original descriptive business invoice form and must use a unique invoice number with each invoice submitted. The unique invoice number will be listed on the State of Missouri's EFT addendum record to enable the contractor to properly apply the state agency's payment to the invoice submitted. The contractor may obtain detailed information for payments issued for the past twenty-four (24) months from the State of Missouri's central accounting system (SAM II) on the Vendor Services Portal at:  
<https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>
- 1.6.2 Invoicing ☐ On a monthly basis, the contractor shall submit a separate invoice to each state agency that requested services. If requested by a state agency, the contractor shall provide separate invoices for each state agency location. For example, the Department of Corrections may require a separate invoice for each correctional facility.
- a. The invoice shall itemize all services provided and the price as specified by the contractor and approved by the state agency at the time of services.
- 1.6.3 Payments - After acceptance and approval of the services and invoice provided, the contractor shall be paid for the services pursuant to the approved invoice.

- 1.6.4 Other than the payments specified above, no other payments or reimbursements shall be made to the contractor including tonnage charges.
- 1.6.5 The contractor shall agree and understand that each state agency utilizing the contractor's services shall be solely responsible for payment for only those services requested by that state agency.
- 1.7 **Missouri Statewide Contract Quarterly Administrative Fee: (See RFP for Requirements)**
- 1.8 **Missouri Statewide Contract Quarterly Administrative Fee Report: (See RFP for Requirements)**



**To:** Baiser, Amy[awiser@wm.com]  
**Cc:** Judy Armstrong[ArmstrongJU@stlouis-mo.gov]  
**From:** Crawford, Lynn[crawfordl@stlouis-mo.gov]  
**Sent:** Wed 11/27/2019 5:02:45 PM (UTC-06:00)  
**Subject:** [EXTERNAL] Fwd: Re: Fwd: Waste Management Contact  
[Trash Collection Services - CB - exp. 1-31-20.doc](#)

Enclosed is a copy of the contract for the City use. We slightly altered it for internal purposes only. I need to receive your company DUNS No. and a Certificate of Insurance naming the City of St. Louis as an "Additional Insured." We are ready to begin the service at the \$402.00 per month. Once I get the requested information, we will send you a purchase order as you requested.

Thank you and I apologize for the delay.

Lynn Crawford

----- Forwarded message -----

**From:** Baiser, Amy <[AWiser@wm.com](mailto:AWiser@wm.com)>  
**Date:** Fri, Oct 4, 2019 at 10:50 AM  
**Subject:** RE: Re: Fwd: Fwd: Waste Management Contact  
**To:** Crawford, Lynn <[crawfordl@stlouis-mo.gov](mailto:crawfordl@stlouis-mo.gov)>  
**Cc:** Judy Armstrong <[ArmstrongJU@stlouis-mo.gov](mailto:ArmstrongJU@stlouis-mo.gov)>

Sounds good. I just need a PO from you and I will get it resigned under state of mo.

**Amy Baiser**

Account Manager

[awiser@wm.com](mailto:awiser@wm.com)

**Waste Management**

7320 Hall St.

St. Louis, MO 63147

Cell 314 305 1716

**From:** Crawford, Lynn <[crawfordl@stlouis-mo.gov](mailto:crawfordl@stlouis-mo.gov)>  
**Sent:** Thursday, October 3, 2019 4:19 PM  
**To:** Baiser, Amy <[AWiser@wm.com](mailto:AWiser@wm.com)>  
**Cc:** Judy Armstrong <[ArmstrongJU@stlouis-mo.gov](mailto:ArmstrongJU@stlouis-mo.gov)>  
**Subject:** [EXTERNAL] Re: Fwd: Fwd: Waste Management Contact

If you can, yes that will work for us. We will state issue the contract under the State Contract number.

**SJ Exhibit 18-75**

Thank you,

Lynn

On Thu, Oct 3, 2019 at 12:58 PM Baiser, Amy <[AWiser@wm.com](mailto:AWiser@wm.com)> wrote:

Hey Lynn,

Sorry for the delay on this. I plugged your account into the State of Missouri system to give you rates based off that agreement and it would actually increase your bill. You currently pay \$393.53/month and if I put you on with the State of MO, I would have to increase your rate by \$8.47/month. Not a huge increase, but still an increase. Since it isn't a crazy increase, I can see if I can get approval to leave it the same and sign at your current rate of \$393.53. If I can get that approved, would that work for you?

100-185123 ST LOUIS GATEWAY TRANSPRTN CTR 430 S 15TH ST CM

**Amy Baiser**

Account Manager

[awiser@wm.com](mailto:awiser@wm.com)

**Waste Management**

7320 Hall St.

St. Louis, MO 63147

Cell 314 305 1716

**From:** Crawford, Lynn <[crawfordl@stlouis-mo.gov](mailto:crawfordl@stlouis-mo.gov)>

**Sent:** Tuesday, September 17, 2019 4:20 PM

**To:** Baiser, Amy <[AWiser@wm.com](mailto:AWiser@wm.com)>

**Subject:** [EXTERNAL] Fwd: Fwd: Waste Management Contact

Amy, per our conversation last week, here is a copy of emails sent and received from Sandy Edwards. The City of St. Louis Transportation System had a contract with WM of Illinois. See enclosed. However, it has been determined that this contract has expired. Also, upon further review of the contract document, the City employee who signed the original agreement does not have the authority to enter the City into a contract. Therefore, what the City would like to do is enter into an agreement with Waste Management based on the State of Missouri Contract (CS191017003) with your company. The service we are requiring is the same as on the now expired contract. 6x week pickup, 2 each 4 yard containers. What we need is pricing information for daily service to City of St. Louis, Gateway Transportation Center, 430 S. 15th Street, St. Louis, MO 63103. We will also need a rate for extra pickups, if needed. We will also need any other fees associated. All services are to be based on the contract with the State.

**SJ Exhibit 18-76**

Thank you for your cooperation and a prompt response would be appreciated.

Any questions, let me know.

Lynn

----- Forwarded message -----

**From:** Edwards, Sandra <[sedward9@wm.com](mailto:sedward9@wm.com)>  
**Date:** Wed, Aug 21, 2019 at 10:23 AM  
**Subject:** RE: Fwd: Waste Management Contact  
**To:** Crawford, Lynn <[crawfordl@stlouis-mo.gov](mailto:crawfordl@stlouis-mo.gov)>

**From:** Crawford, Lynn <[crawfordl@stlouis-mo.gov](mailto:crawfordl@stlouis-mo.gov)>  
**Sent:** Thursday, August 15, 2019 4:38 PM  
**To:** Edwards, Sandra <[sedward9@wm.com](mailto:sedward9@wm.com)>  
**Cc:** Judy Armstrong <[ArmstrongJU@stlouis-mo.gov](mailto:ArmstrongJU@stlouis-mo.gov)>  
**Subject:** [EXTERNAL] Fwd: Waste Management Contact

I am still waiting for pricing information for trash collection services for the City of St. Louis. Please let me know if Waste Management will or will not provide these services for us through the State of Mo contract. Your prompt response would be appreciated.

Thank you,

Lynn

----- Forwarded message -----

**From:** Crawford, Lynn <[crawfordl@stlouis-mo.gov](mailto:crawfordl@stlouis-mo.gov)>  
**Date:** Thu, Aug 8, 2019 at 5:38 PM  
**Subject:** Re: Waste Management Contact  
**To:** Edwards, Sandra <[sedward9@wm.com](mailto:sedward9@wm.com)>

Sandra, just following up on pricing. Please advise.

Thank you,

Lynn

On Fri, Aug 2, 2019 at 4:03 PM Edwards, Sandra <[sedward9@wm.com](mailto:sedward9@wm.com)> wrote:

Thank you for your call today. I will get that pricing to next week.

Thank you,

Sandy Edwards

Account Manager - MO Valley

**Waste Management**

Cell - 314-365-3239

[Sedward9@wm.com](mailto:Sedward9@wm.com)

**Cust Svc - 800 989 2783**

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**Recycling is a good thing. Please recycle any printed emails.**

--

**Lynn Crawford**,CPPB/Deputy Supply Commissioner  
City of St. Louis

1200 Market Street, Room 324  
St. Louis, MO 63103  
314-622-4716  
314-622-4141 fax

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**Lynn Crawford**,CPPB/Deputy Supply Commissioner  
City of St. Louis

**SJ Exhibit 18-78**

1200 Market Street, Room 324  
St. Louis, MO 63103  
314-622-4716  
314-622-4141 fax

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**Lynn Crawford**,CPPB/Deputy Supply Commissioner  
City of St. Louis

1200 Market Street, Room 324  
St. Louis, MO 63103  
314-622-4716  
314-622-4141 fax

--

**Lynn Crawford**,CPPB/Deputy Supply Commissioner  
City of St. Louis

1200 Market Street, Room 324  
St. Louis, MO 63103  
314-622-4716  
314-622-4141 fax

--

**Lynn Crawford**,CPPB/Deputy Supply Commissioner  
City of St. Louis

1200 Market Street, Room 324  
St. Louis, MO 63103  
314-622-4716  
314-622-4141 fax

**To:** Baiser, Amy[awiser@wm.com]  
**From:** Crawford, Lynn[crawfordl@stlouis-mo.gov]  
**Sent:** Mon 12/2/2019 9:09:07 AM (UTC-06:00)  
**Subject:** [EXTERNAL] Waste Collection Services

Amy, just want to let you know that Judy Armstrong will be contacting you on getting the service going through the state contract. Will your office accept a blanket purchase order for the remainder of our fiscal year to pay against the contract? Please advise.

Thank you,

--

**Lynn Crawford**,CPPB/Deputy Supply Commissioner

City of St. Louis

1200 Market Street, Room 324

St. Louis, MO 63103

314-622-4716

314-622-4141 fax

**To:** Baiser, Amy[AWiser@wm.com]  
**From:** Crawford, Lynn[crawfordl@stlouis-mo.gov]  
**Sent:** Mon 12/2/2019 1:36:12 PM (UTC-06:00)  
**Subject:** [EXTERNAL] Re: Waste Collection Services

Thanks.  
Lynn

On Mon, Dec 2, 2019 at 9:12 AM Baiser, Amy <[AWiser@wm.com](mailto:AWiser@wm.com)> wrote:

I do not see why we would not. We do that for other customers.

**Amy Baiser**

Account Manager

[awiser@wm.com](mailto:awiser@wm.com)

**Waste Management**

7320 Hall St.

St. Louis, MO 63147

Cell 314 305 1716

**From:** Crawford, Lynn <[crawfordl@stlouis-mo.gov](mailto:crawfordl@stlouis-mo.gov)>  
**Sent:** Monday, December 2, 2019 9:09 AM  
**To:** Baiser, Amy <[AWiser@wm.com](mailto:AWiser@wm.com)>  
**Subject:** [EXTERNAL] Waste Collection Services

Amy, just want to let you know that Judy Armstrong will be contacting you on getting the service going through the state contract. Will your office accept a blanket purchase order for the remainder of our fiscal year to pay against the contract? Please advise.

Thank you,

--

**Lynn Crawford**,CPPB/Deputy Supply Commissioner  
City of St. Louis

1200 Market Street, Room 324  
St. Louis, MO 63103  
314-622-4716

**SJ Exhibit 18-81**

314-622-4141 fax

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**Recycling is a good thing. Please recycle any printed emails.**

--

**Lynn Crawford**,CPPB/Deputy Supply Commissioner  
City of St. Louis  
1200 Market Street, Room 324  
St. Louis, MO 63103  
314-622-4716  
314-622-4141 fax



**To:** AWiser@wm.com[AWiser@wm.com]; Baiser, Amy[AWiser@wm.com]  
**Cc:** Lynn Crawford[CrawfordL@stlouis-mo.gov]  
**From:** Armstrong, Judy[armstrongju@stlouis-mo.gov]  
**Sent:** Tue 12/3/2019 8:37:39 AM (UTC-06:00)  
**Subject:** [EXTERNAL] Contact Info

Good morning Amy,

Below is my contact information.  
Please forward me the forms we discussed this morning.

Thanks for your help,  
Judy

**Judy L Armstrong | Fiscal Operations Support Manager**  
Comptroller's Office | Appointing Authority  
1520 Market St. Rm. 3005, St. Louis, MO 63103  
314-657-3409 Office | 314-612-1690 Fax | 314-420-3906 Cell  
[armstrongju@stlouis-mo.gov](mailto:armstrongju@stlouis-mo.gov) | <http://stlouis-mo.gov/>

STATEWIDE TRASH COLLECTION SERVICES DURATION: OCTOBER 1, 2019 THROUGH JANUARY 31, 2020			
Contract Supervisor	Catrina Brimer	314-622-3453	<a href="mailto:brimerca@stlouis-mo.gov">brimerca@stlouis-mo.gov</a>
Waste Management of Missouri, Inc.	Amy Baiser	314-704-2783 (T) 314-305-1716 (C)	<a href="mailto:AWiser@wm.com">AWiser@wm.com</a>

All terms and conditions of the State of Missouri Statewide contract prevails. Any variances from the terms and conditions, not agreed upon by both parties, shall be considered clerical error and void.

1. The City of St. Louis has approved the use of State of Missouri Contract as follows:

**Contract No. CS191017003 held by Waste Management of Missouri, Inc.. DUNS #:** \_\_\_\_\_

This is a cooperative agreement under the State of Missouri ☐ Office of Administration with a beginning date of October 1, 2019 for the City of St. Louis (See attached Statewide Contract for actual contract dates).

2. Departments may utilize Statewide Trash Collection Services under this contract. The contractor shall provide all trash receptacles requested by the City of St. Louis and shall place each such trash receptacle at locations designated by the City of St. Louis.
3. The contractor shall retain ownership of all trash receptacles provided and shall keep the trash receptacles in good mechanical and safe working condition. The contractor shall supply a replacement trash receptacle at no additional fee to the City of St. Louis in the case of a trash receptacle needing to be removed for repair or maintenance.
4. The contractor shall provide all trash collection services during business hours, between 8:00 a.m. and 5:00 p.m. Monday through Friday, excluding holidays, or on days and times mutually agreeable to the contractor and the City of St. Louis.
5. The contractor shall collect all types of trash from the trash receptacles, with the exception of hazardous waste and any other items that are prohibited by law from being disposed of in landfills.
6. The contractor shall be responsible for all permits, fees, and expenses related to the disposal of trash.
7. All City employees are expected to comply with the procurement process established by the Supply Division. Questions should be directed to Catrina Brimer, Contract Supervisor at (314) 622-3453.
8. The contractor's pricing can be obtained by contacting the contractor with trash collection requirements. To get this State of Missouri pricing, you have to establish an account with Waste Management of Missouri, Inc.
9. The contractor shall place the containers at locations designated by City of St. Louis using departments.
10. Trash Collection Services shall be provided on an as needed, if needed basis, or upon stated pickup schedules as mutually agreed upon. Payment Terms are Net 30 days.
11. Contractor shall provide a Certificate of Insurance naming the City of St. Louis as an Additional Insured regards to General Liability and Professional and Pollution Liability.
10. Usage will be monitored quarterly and any department found ordering in violation of City procedures will have the privilege of Using these contracts revoked.



STATE OF MISSOURI  
OFFICE OF ADMINISTRATION  
DIVISION OF PURCHASING

## NOTIFICATION OF STATEWIDE CONTRACT

Date: February 5, 2019

**CONTRACT TITLE:**           **Statewide Trash Collection Services**

<b>CURRENT CONTRACT PERIOD:</b>	<b>February 1, 2019 through January 31, 2020</b>	
<b>RENEWAL INFORMATION:</b>	Original Contract Period:	<b>February 1, 2019 through January 31, 2020</b>
	Renewal Options Available:	2
	Potential Final Expiration:	January 31, 2022
<b>BUYER INFORMATION:</b>	Tammy Michel (573) 751-3114 <a href="mailto:Tammy.michel@oa.mo.gov">Tammy.michel@oa.mo.gov</a>	

ALL PURCHASES MADE UNDER THIS CONTRACT MUST BE FOR **PUBLIC USE ONLY**.  
PURCHASES FOR PERSONAL USE BY PUBLIC EMPLOYEES OR OFFICIALS ARE PROHIBITED.

THE USE OF THIS CONTRACT IS **PREFERRED** FOR ALL STATE AGENCIES.

The entire contract document may be viewed and printed from the Division of Purchasing's **Awarded Bid & Contract Document Search** located on the Internet at

<http://oa.mo.gov/purchasing>.

*~ Instructions for use of the contract, specifications, requirements, and pricing are attached ~.*

CONTRACT NUMBER	SAM II VENDOR NUMBER/ MissouriBUYS SYSTEM ID	VENDOR INFORMATION	MBE/ WBE	COOP PROCUREMENT
CS191017001	8608977190 8/ MB00095209	Republic of Jefferson City 5645 Moreau River Access Road Jefferson City, MO 65101 Contact Person: Monte Krehbiel Phone: (573) 636-1105 Email: <a href="mailto:mkrehbiel@republicservices.com">mkrehbiel@republicservices.com</a>	No	Yes
<b>Counties Awarded:</b> Audrain, Boone, Callaway, Camden, Cole, Cooper, Hickory, Maries, Miller, Moniteau, Montgomery, Morgan, Osage, Phelps and Pulaski.				

CONTRACT NUMBER	SAM II VENDOR NUMBER/ MissouriBUYS SYSTEM ID	VENDOR INFORMATION	MBE/WBE	COOP PROCUREMENT
CS191017002	6507169040 3/ MB00093891	Republic Services of Quincy 3110 Kochs Lane Quincy IL 62305 Contact: Mark Starr Phone: (217) 391-2989 Email: <a href="mailto:mstarr@republicservices.com">mstarr@republicservices.com</a>	No	Yes
<b><u>Counties Awarded:</u></b> Audrain, Clark, Knox, Lewis, Marion, Monroe, Pike, Ralls, and Shelby				
CS191017003	4309923670 K/ MB00094486	Waste Management of Missouri, Inc. 7320 Hall Street St. Louis, MO 63147 Contact Person: Sandy Edwards Phone: (314) 365-3239 Email: <a href="mailto:sedward9@wm.com">sedward9@wm.com</a>	No	Yes
<b><u>Counties Awarded:</u></b> St. Louis County, Jefferson, St. Charles, St. Francois, Washington, Lincoln, Montgomery, Warren, Andrew, Atchison, Buchanan, Caldwell, Clay, Clinton, Dekalb, Davies, Gentry, Holt, Nodaway, and Platte				
CS191017004	4806348060 1/ MB00118215	Waste Management of Kansas Inc PO Box 9001054 Louisville, KY 40290 Contact Person: Wandell (Dell) Johnson Phone: (913) 242-1305 Email: <a href="mailto:wjohns26@wm.com">wjohns26@wm.com</a>	No	Yes
<b><u>Counties Awarded:</u></b> Jackson, Clay, and Platte (Commercial and Rolloff services Cass, Lafayette, and Ray (Rolloff services only)				

## STATEWIDE CONTRACT HISTORY

The following summarizes actions related to this Notification of Statewide Contract since its initial issuance. Any and all revisions have been incorporated into the attached document.

Contract Period	Issue Date	Summary of Changes
02/01/2019 <input type="checkbox"/> 01/31/2020	02/5/19	<ul style="list-style-type: none"><li>• Updated Awarded Counties for Contract CS191017001</li></ul>
02/01/2019 <input type="checkbox"/> 01/31/2020	01/28/19	<ul style="list-style-type: none"><li>• Corrected Buyer E-mail Address</li></ul>
02/01/2019 <input type="checkbox"/> 01/31/2020	01/28/19	<ul style="list-style-type: none"><li>• Initial issuance of new statewide contract</li></ul>

## INSTRUCTIONS FOR STATE AGENCIES

Pursuant to paragraph 1.2.1 herein, the state agency shall contact the lowest priced contractor. Refer to paragraph 1.2.1 for instructions on determination of the lowest priced contractor. The state agency will need to contact the contractor(s) to obtain quotes.

None of the contractors were awarded preference points.

## **1. CONTRACTUAL REQUIREMENTS**

### **1.1 General Requirements:**

- 1.1.1 The contractor shall provide trash collection services for the State of Missouri for various state agency locations (hereinafter referred to as the state agency), in accordance with the provisions and requirements stated herein and to the sole satisfaction of the state agency.
- a. For purposes of the contract, a state agency shall be defined as a division, section, bureau, office, program, board, regional/district office, etc., that exists within a department of Missouri State Government. For the purposes of this document, this shall also include the Judicial and Legislative branches of the State of Missouri.
  - b. The contractor shall provide services in the county/counties awarded, as specified on the Notice of Award issued by the Division of Purchasing.
- 1.1.2 The contractor shall provide services on an as needed, if needed basis. The State of Missouri does not guarantee any usage of the contract whatsoever. The contractor shall agree and understand that the contract shall be construed as a preferred use contract but shall not be construed as an exclusive arrangement.
- a. A contract for Solid Waste Management Services also exists. The state agency requesting trash services will have the option to determine which contract(s) to utilize.
  - b. Any state agency requesting trash services shall be required to use the trash services contract(s) established herein or use the Solid Waste Management Services contract unless an exemption is granted by the Division of Purchasing. In addition, the contractor shall agree and understand that the contract shall not be construed as an exclusive arrangement and if it is in the best interest of the State of Missouri and approved by the Division of Purchasing, a state agency may obtain alternate services elsewhere.
- 1.1.3 Cooperative Procurement Program - The contractor shall participate in the State of Missouri's Cooperative Procurement Program. The contractor shall provide trash collection services as described herein under the terms and conditions, requirements, and specifications of the contract, including prices, to other government entities in accordance with the Technical Services Act (section 67.360, RSMo, which is available on the internet at: <http://www.moga.mo.gov/mostatutes/stathtml/06700003601.html?&me=67.360>.) The contractor shall further understand and agree that participation by other governmental entities is discretionary on the part of that governmental entity and the State of Missouri bears no financial responsibility for any payments due the contractor by such governmental entities.
- 1.1.4 Personnel:
- a. Each state agency will identify a state agency designee to serve as the state agency contact and will provide the telephone number and email address of the assigned designee to the contractor. The contractor shall report to and follow the state agency designee's instructions.
  - b. The contractor shall designate a contact person who shall serve as the contractor's contact and shall be the liaison between the contractor and the state agency. By no later than five (5) business days after notification by the state agency to proceed with services, the contractor shall provide the state agency with the name, address, email address, and telephone number of the contractor's contact person. The contractor's contact person shall (1) oversee all services being provided, (2) assume responsibility and liability for services performed per the contract, and (3) serve as the primary point of contact with the state agency.

### **1.2 Determination of Services:**

1.2.1 Upon determination of the need for trash collection services, current pricing (receptacle rental price per pickup, frequency of pickup) and availability to perform the trash collection services will be requested from all contractors awarded a contract for that particular county. The state agency will award the services to the lowest priced contractor at the time of the need for the services, in accordance with the requirements stated herein.

a. The state agency shall determine the lowest priced contractor, including consideration of preferences, as specified below:

- 1) The state agency shall determine the lowest priced contractor by determining each contractor's total cost based upon the anticipated trash collection services required and the prices quoted by each contractor at the time of the need for services. Upon determination of each contractor's total cost, cost points shall be computed from the results of the calculation stated above using a scale of 200 possible points and the following formula:

$$\frac{\text{Lowest Responsive Contractor's Price}}{\text{Compared Contractor's Price}} \times 200 = \text{Cost evaluation points}$$

1.2.2 For those contractors awarded bonus preference points during the evaluation of RFPS30034901901017, such bonus preference points shall be added to the contractor's cost evaluation points. Contractors that proposed to include products and/or services manufactured, produced or assembled by a qualified nonprofit organization for the blind established pursuant to 41 U.S.C. sections 46 to 48c or a sheltered workshop holding a certificate of approval from the Department of Elementary and Secondary Education pursuant to section 178.920, RSMo were awarded five to fifteen (5-15) bonus preference points during the evaluation of RFPS30034901901017. Additionally, contractors that qualify as Missouri service-disabled veteran business enterprise were awarded the three (3) bonus preference points during the evaluation of RFPS30034901901017.

1.2.3 The contractor with the most points after totaling the cost evaluation points and preference points will be considered the lowest priced contractor, including consideration of preferences.

1.2.4 When trash collection services are required, the state agency shall provide the contractor with as much prior notice of the trash collection services as possible. In the event that there are multiple contractors, the state agency shall utilize the services of the lowest priced contractor, including consideration of preferences, (see determination of such contractor as specified above) for the required services. In the event the lowest priced contractor, including consideration of preferences, is unable to provide the required services due to unavailability, the state agency shall contact the next lowest priced contractor, including consideration of preferences. If additional contracts exist, the state agency shall continue to use the same criteria until the needs of the state agency are met.

- a. If the contractor cannot provide services according to the state agency's needs or if the contractor does not provide the type of services required by the state agency, the contractor must immediately notify the state agency. The contractor shall make every effort to meet the needs of the state agency. The state agency shall document each instance of the contractor's inability to provide the required services. If the contractor continually or consistently is unable to provide the required services, the Division of Purchasing may elect to cancel the contract.
- b. In the event that none of the awarded contractors can provide the required services, the state agency may obtain the needed services from another source.

1.2.5 Because the State of Missouri needs multiple contractors throughout the state to effectively meet the state agencies' demand for trash collection services, the Division of Purchasing reserves the right to add more contractors subsequent to the initial award of contract(s). Qualifying vendors may be added as additional contractors subject to the same considerations identified herein regarding award of a contract.

### 1.3 Performance Requirements:

- 1.3.1 The contractor shall perform all trash collection services at each applicable state agency facility on an as needed, if needed basis or on a regular scheduled basis, as mutually agreed upon between the contractor and each applicable state agency.
- 1.3.2 Trash Receptacles: The contractor shall provide the trash receptacles requested by the state agency and shall place each such trash receptacle at locations designated by the state agency.
- 1.3.3 The contractor shall retain ownership of all trash receptacles provided and shall keep the trash receptacles in good mechanical and safe working condition.
- a. Within forty-eight (48) hours of state agency notification to the contractor, the contractor shall repair or schedule the repair of trash receptacles reported by the state agency as having mechanical problems.
  - b. The contractor shall supply a replacement trash receptacle at no additional fee to the state agency in the case of a trash receptacle needing to be removed for repair or maintenance.
  - c. The contractor shall agree and understand that the State of Missouri shall not be responsible for any liability incurred by the contractor or the contractor's personnel arising out of the possession, use, maintenance, delivery, return, and/or collection from the receptacles provided by the contractor.
- 1.3.4 Unscheduled Trash Collection: In addition to the scheduled trash collection service as communicated to the contractor by the state agency, the contractor shall provide unscheduled trash collection services by collecting the trash from each receptacle identified by the state agency by no later than twenty-four (24) hours after being notified by the state agency of the need to empty and collect the trash from the receptacle.
- a. The state agency makes no guarantee of a minimum or maximum amount of unscheduled trash collections that may be required.
- 1.3.5 The contractor shall provide all trash collection services during business hours, between 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding state holidays, on days and times mutually agreeable to the contractor and the state agency (see <http://oa.mo.gov/commissioner/state-holidays>).
- 1.3.6 The contractor shall collect all types of trash from the trash receptacles, with the exception of hazardous waste and any other items that are prohibited by law from being disposed of in landfills.
- a. The contractor must immediately notify the state agency in the event that hazardous waste or items prohibited by law (from being disposed of in landfills) are found in the trash receptacles.
- 1.3.7 Disposal: The contractor must dispose of all collected trash in a manner consistent with all applicable rules, regulations, etc., promulgated by the Missouri Department of Natural Resources and Missouri Department of Health and Senior Services. For disposal outside of the State of Missouri, the contractor must dispose of all trash in a manner consistent with the rules and regulations of the appropriate regulatory agencies in such states.
- a. If trash is to be disposed of outside of the State of Missouri, the contractor must either: (1) process the trash through a Transfer Station regulated by the Missouri Department of Natural Resources, or (2) dispose of the trash at a government regulated and approved facility.
  - b. The contractor shall be responsible for all permits, fees, and expenses related to the disposal of trash.
- 1.4 Additional Requirements:**
- 1.4.1 At all times, the contractor shall assist the state agency in its effort to minimize the visual obtrusiveness of the trash receptacles and surrounding area.
- a. The contractor shall maintain a fifteen (15) foot perimeter around trash receptacles at all times, keeping the area clean and free of trash.



- 1.4.2 If requested by the state agency, the contractor shall maximize sanitary conditions by cleaning, deodorizing, and disinfecting the trash receptacles after each collection, either on site or by actual replacement at no additional charge to the State of Missouri. The state agency may inspect the trash receptacles to monitor compliance with this requirement.
- 1.4.3 Prior to performance of service at a state agency and if requested by the state agency, the contractor must submit the following to the state agency:
- a. The name, phone number and email address of the owner/operator, the address, and the solid waste permit number for each solid waste processing facility and solid waste disposal area which will be used for the purpose of processing or disposing of any trash collected from the state agency.
  - b. A list of all the contractor's personnel, and the social security numbers and dates of birth for each such personnel who will be providing trash collection services at the state agency. In addition, the contractor must obtain prior written approval from the state agency for any additions or changes made to the list at any time during the term of the contract. The state agency reserves the right to accept or reject any of the contractor's personnel assigned to the contract to provide trash collection services.
- 1.4.4 The contractor shall electronically submit a report to [Rob.Didriksen@oa.mo.gov](mailto:Rob.Didriksen@oa.mo.gov) in spreadsheet format by the fifteenth (15th) of every month that includes the following information for each state agency for which services were provided:
- a. Billing address,
  - b. Service address,
  - c. Container size(s),
  - d. Frequency of collection(s), and
  - e. Cost for collection(s).

**1.5 Missouri Statewide Contract Quarterly Usage Report: (See RFP for Requirements)**

**1.6 Invoicing and Payment Requirements:**

- 1.6.1 Prior to any payments becoming due under the contract, the contractor must update their vendor registration with their ACH-EFT payment information at <https://MissouriBUYS.mo.gov>.
- a. The contractor understands and agrees that the State of Missouri reserves the right to make contract payments through electronic funds transfer (EFT).
  - b. The contractor must submit invoices on the contractor's original descriptive business invoice form and must use a unique invoice number with each invoice submitted. The unique invoice number will be listed on the State of Missouri's EFT addendum record to enable the contractor to properly apply the state agency's payment to the invoice submitted. The contractor may obtain detailed information for payments issued for the past twenty-four (24) months from the State of Missouri's central accounting system (SAM II) on the Vendor Services Portal at:  
<https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>
- 1.6.2 Invoicing ☐ On a monthly basis, the contractor shall submit a separate invoice to each state agency that requested services. If requested by a state agency, the contractor shall provide separate invoices for each state agency location. For example, the Department of Corrections may require a separate invoice for each correctional facility.
- a. The invoice shall itemize all services provided and the price as specified by the contractor and approved by the state agency at the time of services.
- 1.6.3 Payments - After acceptance and approval of the services and invoice provided, the contractor shall be paid for the services pursuant to the approved invoice.

- 1.6.4 Other than the payments specified above, no other payments or reimbursements shall be made to the contractor including tonnage charges.
- 1.6.5 The contractor shall agree and understand that each state agency utilizing the contractor's services shall be solely responsible for payment for only those services requested by that state agency.
- 1.7 **Missouri Statewide Contract Quarterly Administrative Fee: (See RFP for Requirements)**
- 1.8 **Missouri Statewide Contract Quarterly Administrative Fee Report: (See RFP for Requirements)**

**To:** Baiser, Amy[awiser@wm.com]  
**Cc:** Judy Armstrong[ArmstrongJU@stlouis-mo.gov]  
**From:** Crawford, Lynn[crawfordl@stlouis-mo.gov]  
**Sent:** Fri 12/13/2019 5:05:05 PM (UTC-06:00)  
**Subject:** [EXTERNAL] Fwd: Re: Fwd: Fwd: Waste Management Contact  
[Trash Collection Services - CB - exp. 1-31-20.doc](#)

Amy the purchase order has been entered and will be forwarded on Monday, December 16, 2019. Also, I am following up on receiving your duns number to add to the contract document. We only altered it for internal use, all else applies. Additionally, we need a certificate of insurance naming the City as an additional insured. Finally, how do we need to proceed with getting the service transferred over to your location. Please advise.  
Thank you and if you have any questions, let me know.

----- Forwarded message -----

**From:** Crawford, Lynn <[crawfordl@stlouis-mo.gov](mailto:crawfordl@stlouis-mo.gov)>  
**Date:** Wed, Nov 27, 2019 at 5:02 PM  
**Subject:** Fwd: Re: Fwd: Fwd: Waste Management Contact  
**To:** Baiser, Amy <[awiser@wm.com](mailto:awiser@wm.com)>  
**Cc:** Judy Armstrong <[ArmstrongJU@stlouis-mo.gov](mailto:ArmstrongJU@stlouis-mo.gov)>

Enclosed is a copy of the contract for the City use. We slightly altered it for internal purposes only. I need to receive your company DUNS No. and a Certificate of Insurance naming the City of St. Louis as an "Additional Insured." We are ready to begin the service at the \$402.00 per month. Once I get the requested information, we will send you a purchase order as you requested.  
Thank you and I apologize for the delay.

Lynn Crawford

----- Forwarded message -----

**From:** Baiser, Amy <[AWiser@wm.com](mailto:AWiser@wm.com)>  
**Date:** Fri, Oct 4, 2019 at 10:50 AM  
**Subject:** RE: Re: Fwd: Fwd: Waste Management Contact  
**To:** Crawford, Lynn <[crawfordl@stlouis-mo.gov](mailto:crawfordl@stlouis-mo.gov)>  
**Cc:** Judy Armstrong <[ArmstrongJU@stlouis-mo.gov](mailto:ArmstrongJU@stlouis-mo.gov)>

Sounds good. I just need a PO from you and I will get it resigned under state of mo.

**Amy Baiser**

Account Manager

[awiser@wm.com](mailto:awiser@wm.com)

**Waste Management**

7320 Hall St.

St. Louis, MO 63147

Cell 314 305 1716

**SJ Exhibit 18-93**

**From:** Crawford, Lynn <[crawfordl@stlouis-mo.gov](mailto:crawfordl@stlouis-mo.gov)>  
**Sent:** Thursday, October 3, 2019 4:19 PM  
**To:** Baiser, Amy <[AWiser@wm.com](mailto:AWiser@wm.com)>  
**Cc:** Judy Armstrong <[ArmstrongJU@stlouis-mo.gov](mailto:ArmstrongJU@stlouis-mo.gov)>  
**Subject:** [EXTERNAL] Re: Fwd: Fwd: Waste Management Contact

If you can, yes that will work for us. We will state issue the contract under the State Contract number.

Thank you,

Lynn

On Thu, Oct 3, 2019 at 12:58 PM Baiser, Amy <[AWiser@wm.com](mailto:AWiser@wm.com)> wrote:

Hey Lynn,

Sorry for the delay on this. I plugged your account into the State of Missouri system to give you rates based off that agreement and it would actually increase your bill. You currently pay \$393.53/month and if I put you on with the State of MO, I would have to increase your rate by \$8.47/month. Not a huge increase, but still an increase. Since it isn't a crazy increase, I can see if I can get approval to leave it the same and sign at your current rate of \$393.53. If I can get that approved, would that work for you?

100-185123 ST LOUIS GATEWAY TRANSPRTN CTR 430 S 15TH ST CM

**Amy Baiser**

Account Manager

[awiser@wm.com](mailto:awiser@wm.com)

**Waste Management**

7320 Hall St.

St. Louis, MO 63147

Cell 314 305 1716

**From:** Crawford, Lynn <[crawfordl@stlouis-mo.gov](mailto:crawfordl@stlouis-mo.gov)>  
**Sent:** Tuesday, September 17, 2019 4:20 PM

**SJ Exhibit 18-94**

**To:** Baiser, Amy <[AWiser@wm.com](mailto:AWiser@wm.com)>

**Subject:** [EXTERNAL] Fwd: Fwd: Waste Management Contact

Amy, per our conversation last week, here is a copy of emails sent and received from Sandy Edwards. The City of St. Louis Transportation System had a contract with WM of Illinois. See enclosed. However, it has been determined that this contract has expired. Also, upon further review of the contract document, the City employee who signed the original agreement does not have the authority to enter the City into a contract. Therefore, what the City would like to do is enter into an agreement with Waste Management based on the State of Missouri Contract (CS191017003) with your company. The service we are requiring is the same as on the now expired contract. 6x week pickup, 2 each 4 yard containers. What we need is pricing information for daily service to City of St. Louis, Gateway Transportation Center, 430 S. 15th Street, St. Louis, MO 63103. We will also need a rate for extra pickups, if needed. We will also need any other fees associated. All services are to be based on the contract with the State.

Thank you for your cooperation and a prompt response would be appreciated.

Any questions, let me know.

Lynn

----- Forwarded message -----

**From:** Edwards, Sandra <[sedward9@wm.com](mailto:sedward9@wm.com)>

**Date:** Wed, Aug 21, 2019 at 10:23 AM

**Subject:** RE: Fwd: Waste Management Contact

**To:** Crawford, Lynn <[crawfordl@stlouis-mo.gov](mailto:crawfordl@stlouis-mo.gov)>

**From:** Crawford, Lynn <[crawfordl@stlouis-mo.gov](mailto:crawfordl@stlouis-mo.gov)>

**Sent:** Thursday, August 15, 2019 4:38 PM

**To:** Edwards, Sandra <[sedward9@wm.com](mailto:sedward9@wm.com)>

**Cc:** Judy Armstrong <[ArmstrongJU@stlouis-mo.gov](mailto:ArmstrongJU@stlouis-mo.gov)>

**Subject:** [EXTERNAL] Fwd: Waste Management Contact

I am still waiting for pricing information for trash collection services for the City of St. Louis. Please let me know if Waste Management will or will not provide these services for us through the State of Mo contract. Your prompt response would be appreciated.

Thank you,

Lynn

----- Forwarded message -----

From: **Crawford, Lynn** <[crawfordl@stlouis-mo.gov](mailto:crawfordl@stlouis-mo.gov)>

Date: Thu, Aug 8, 2019 at 5:38 PM

Subject: Re: Waste Management Contact

To: Edwards, Sandra <[sedward9@wm.com](mailto:sedward9@wm.com)>

Sandra, just following up on pricing. Please advise.

Thank you,

Lynn

On Fri, Aug 2, 2019 at 4:03 PM Edwards, Sandra <[sedward9@wm.com](mailto:sedward9@wm.com)> wrote:

Thank you for your call today. I will get that pricing to next week.

Thank you,

Sandy Edwards

Account Manager - MO Valley

**Waste Management**

Cell - 314-365-3239

[Sedward9@wm.com](mailto:Sedward9@wm.com)

**Cust Svc - 800 989 2783**

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**Recycling is a good thing. Please recycle any printed emails.**

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**Lynn Crawford**, CPPB/Deputy Supply Commissioner

**SJ Exhibit 18-96**

City of St. Louis

1200 Market Street, Room 324  
St. Louis, MO 63103  
314-622-4716  
314-622-4141 fax

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**Lynn Crawford**,CPPB/Deputy Supply Commissioner  
City of St. Louis

1200 Market Street, Room 324  
St. Louis, MO 63103  
314-622-4716  
314-622-4141 fax

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City of St. Louis

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**Lynn Crawford**,CPPB/Deputy Supply Commissioner  
City of St. Louis  
1200 Market Street, Room 324  
St. Louis, MO 63103  
314-622-4716  
314-622-4141 fax



STATEWIDE TRASH COLLECTION SERVICES DURATION: OCTOBER 1, 2019 THROUGH JANUARY 31, 2020			
Contract Supervisor	Catrina Brimer	314-622-3453	<a href="mailto:brimerca@stlouis-mo.gov">brimerca@stlouis-mo.gov</a>
Waste Management of Missouri, Inc.	Amy Baiser	314-704-2783 (T) 314-305-1716 (C)	<a href="mailto:AWiser@wm.com">AWiser@wm.com</a>

All terms and conditions of the State of Missouri Statewide contract prevails. Any variances from the terms and conditions, not agreed upon by both parties, shall be considered clerical error and void.

1. The City of St. Louis has approved the use of State of Missouri Contract as follows:

**Contract No. CS191017003 held by Waste Management of Missouri, Inc.. DUNS #:** \_\_\_\_\_

This is a cooperative agreement under the State of Missouri ☐ Office of Administration with a beginning date of October 1, 2019 for the City of St. Louis (See attached Statewide Contract for actual contract dates).

2. Departments may utilize Statewide Trash Collection Services under this contract. The contractor shall provide all trash receptacles requested by the City of St. Louis and shall place each such trash receptacle at locations designated by the City of St. Louis.
3. The contractor shall retain ownership of all trash receptacles provided and shall keep the trash receptacles in good mechanical and safe working condition. The contractor shall supply a replacement trash receptacle at no additional fee to the City of St. Louis in the case of a trash receptacle needing to be removed for repair or maintenance.
4. The contractor shall provide all trash collection services during business hours, between 8:00 a.m. and 5:00 p.m. Monday through Friday, excluding holidays, or on days and times mutually agreeable to the contractor and the City of St. Louis.
5. The contractor shall collect all types of trash from the trash receptacles, with the exception of hazardous waste and any other items that are prohibited by law from being disposed of in landfills.
6. The contractor shall be responsible for all permits, fees, and expenses related to the disposal of trash.
7. All City employees are expected to comply with the procurement process established by the Supply Division. Questions should be directed to Catrina Brimer, Contract Supervisor at (314) 622-3453.
8. The contractor's pricing can be obtained by contacting the contractor with trash collection requirements. To get this State of Missouri pricing, you have to establish an account with Waste Management of Missouri, Inc.
9. The contractor shall place the containers at locations designated by City of St. Louis using departments.
10. Trash Collection Services shall be provided on an as needed, if needed basis, or upon stated pickup schedules as mutually agreed upon. Payment Terms are Net 30 days.
11. Contractor shall provide a Certificate of Insurance naming the City of St. Louis as an Additional Insured regards to General Liability and Professional and Pollution Liability.
10. Usage will be monitored quarterly and any department found ordering in violation of City procedures will have the privilege of Using these contracts revoked.



STATE OF MISSOURI  
OFFICE OF ADMINISTRATION  
DIVISION OF PURCHASING

## NOTIFICATION OF STATEWIDE CONTRACT

Date: February 5, 2019

**CONTRACT TITLE:**           **Statewide Trash Collection Services**

<b>CURRENT CONTRACT PERIOD:</b>	<b>February 1, 2019 through January 31, 2020</b>	
<b>RENEWAL INFORMATION:</b>	Original Contract Period:	<b>February 1, 2019 through January 31, 2020</b>
	Renewal Options Available:	2
	Potential Final Expiration:	January 31, 2022
<b>BUYER INFORMATION:</b>	Tammy Michel (573) 751-3114 <a href="mailto:Tammy.michel@oa.mo.gov">Tammy.michel@oa.mo.gov</a>	

ALL PURCHASES MADE UNDER THIS CONTRACT MUST BE FOR **PUBLIC USE ONLY**.  
PURCHASES FOR PERSONAL USE BY PUBLIC EMPLOYEES OR OFFICIALS ARE PROHIBITED.

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*~ Instructions for use of the contract, specifications, requirements, and pricing are attached ~.*

CONTRACT NUMBER	SAM II VENDOR NUMBER/ MissouriBUYS SYSTEM ID	VENDOR INFORMATION	MBE/ WBE	COOP PROCUREMENT
CS191017001	8608977190 8/ MB00095209	Republic of Jefferson City 5645 Moreau River Access Road Jefferson City, MO 65101 Contact Person: Monte Krehbiel Phone: (573) 636-1105 Email: <a href="mailto:mkrehbiel@republicservices.com">mkrehbiel@republicservices.com</a>	No	Yes
<b>Counties Awarded:</b> Audrain, Boone, Callaway, Camden, Cole, Cooper, Hickory, Maries, Miller, Moniteau, Montgomery, Morgan, Osage, Phelps and Pulaski.				

CONTRACT NUMBER	SAM II VENDOR NUMBER/ MissouriBUYS SYSTEM ID	VENDOR INFORMATION	MBE/ WBE	COOP PROCURE- MENT
CS191017002	6507169040 3/ MB00093891	Republic Services of Quincy 3110 Kochs Lane Quincy IL 62305 Contact: Mark Starr Phone: (217) 391-2989 Email: <a href="mailto:mstarr@republicservices.com">mstarr@republicservices.com</a>	No	Yes
<b><u>Counties Awarded:</u></b> Audrain, Clark, Knox, Lewis, Marion, Monroe, Pike, Ralls, and Shelby				
CS191017003	4309923670 K/ MB00094486	Waste Management of Missouri, Inc. 7320 Hall Street St. Louis, MO 63147 Contact Person: Sandy Edwards Phone: (314) 365-3239 Email: <a href="mailto:sedward9@wm.com">sedward9@wm.com</a>	No	Yes
<b><u>Counties Awarded:</u></b> St. Louis County, Jefferson, St. Charles, St. Francois, Washington, Lincoln, Montgomery, Warren, Andrew, Atchison, Buchanan, Caldwell, Clay, Clinton, Dekalb, Davies, Gentry, Holt, Nodaway, and Platte				
CS191017004	4806348060 1/ MB00118215	Waste Management of Kansas Inc PO Box 9001054 Louisville, KY 40290 Contact Person: Wandell (Dell) Johnson Phone: (913) 242-1305 Email: <a href="mailto:wjohns26@wm.com">wjohns26@wm.com</a>	No	Yes
<b><u>Counties Awarded:</u></b> Jackson, Clay, and Platte (Commercial and Rolloff services Cass, Lafayette, and Ray (Rolloff services only)				

## STATEWIDE CONTRACT HISTORY

The following summarizes actions related to this Notification of Statewide Contract since its initial issuance. Any and all revisions have been incorporated into the attached document.

Contract Period	Issue Date	Summary of Changes
02/01/2019 <input type="checkbox"/> 01/31/2020	02/5/19	<ul style="list-style-type: none"><li>• Updated Awarded Counties for Contract CS191017001</li></ul>
02/01/2019 <input type="checkbox"/> 01/31/2020	01/28/19	<ul style="list-style-type: none"><li>• Corrected Buyer E-mail Address</li></ul>
02/01/2019 <input type="checkbox"/> 01/31/2020	01/28/19	<ul style="list-style-type: none"><li>• Initial issuance of new statewide contract</li></ul>

## INSTRUCTIONS FOR STATE AGENCIES

Pursuant to paragraph 1.2.1 herein, the state agency shall contact the lowest priced contractor. Refer to paragraph 1.2.1 for instructions on determination of the lowest priced contractor. The state agency will need to contact the contractor(s) to obtain quotes.

None of the contractors were awarded preference points.

## **1. CONTRACTUAL REQUIREMENTS**

### **1.1 General Requirements:**

- 1.1.1 The contractor shall provide trash collection services for the State of Missouri for various state agency locations (hereinafter referred to as the state agency), in accordance with the provisions and requirements stated herein and to the sole satisfaction of the state agency.
- a. For purposes of the contract, a state agency shall be defined as a division, section, bureau, office, program, board, regional/district office, etc., that exists within a department of Missouri State Government. For the purposes of this document, this shall also include the Judicial and Legislative branches of the State of Missouri.
  - b. The contractor shall provide services in the county/counties awarded, as specified on the Notice of Award issued by the Division of Purchasing.
- 1.1.2 The contractor shall provide services on an as needed, if needed basis. The State of Missouri does not guarantee any usage of the contract whatsoever. The contractor shall agree and understand that the contract shall be construed as a preferred use contract but shall not be construed as an exclusive arrangement.
- a. A contract for Solid Waste Management Services also exists. The state agency requesting trash services will have the option to determine which contract(s) to utilize.
  - b. Any state agency requesting trash services shall be required to use the trash services contract(s) established herein or use the Solid Waste Management Services contract unless an exemption is granted by the Division of Purchasing. In addition, the contractor shall agree and understand that the contract shall not be construed as an exclusive arrangement and if it is in the best interest of the State of Missouri and approved by the Division of Purchasing, a state agency may obtain alternate services elsewhere.
- 1.1.3 Cooperative Procurement Program - The contractor shall participate in the State of Missouri's Cooperative Procurement Program. The contractor shall provide trash collection services as described herein under the terms and conditions, requirements, and specifications of the contract, including prices, to other government entities in accordance with the Technical Services Act (section 67.360, RSMo, which is available on the internet at: <http://www.moga.mo.gov/mostatutes/stathtml/06700003601.html?&me=67.360>.) The contractor shall further understand and agree that participation by other governmental entities is discretionary on the part of that governmental entity and the State of Missouri bears no financial responsibility for any payments due the contractor by such governmental entities.
- 1.1.4 Personnel:
- a. Each state agency will identify a state agency designee to serve as the state agency contact and will provide the telephone number and email address of the assigned designee to the contractor. The contractor shall report to and follow the state agency designee's instructions.
  - b. The contractor shall designate a contact person who shall serve as the contractor's contact and shall be the liaison between the contractor and the state agency. By no later than five (5) business days after notification by the state agency to proceed with services, the contractor shall provide the state agency with the name, address, email address, and telephone number of the contractor's contact person. The contractor's contact person shall (1) oversee all services being provided, (2) assume responsibility and liability for services performed per the contract, and (3) serve as the primary point of contact with the state agency.

### **1.2 Determination of Services:**

1.2.1 Upon determination of the need for trash collection services, current pricing (receptacle rental price per pickup, frequency of pickup) and availability to perform the trash collection services will be requested from all contractors awarded a contract for that particular county. The state agency will award the services to the lowest priced contractor at the time of the need for the services, in accordance with the requirements stated herein.

a. The state agency shall determine the lowest priced contractor, including consideration of preferences, as specified below:

1) The state agency shall determine the lowest priced contractor by determining each contractor's total cost based upon the anticipated trash collection services required and the prices quoted by each contractor at the time of the need for services. Upon determination of each contractor's total cost, cost points shall be computed from the results of the calculation stated above using a scale of 200 possible points and the following formula:

$$\frac{\text{Lowest Responsive Contractor's Price}}{\text{Compared Contractor's Price}} \times 200 = \text{Cost evaluation points}$$

1.2.2 For those contractors awarded bonus preference points during the evaluation of RFPS30034901901017, such bonus preference points shall be added to the contractor's cost evaluation points. Contractors that proposed to include products and/or services manufactured, produced or assembled by a qualified nonprofit organization for the blind established pursuant to 41 U.S.C. sections 46 to 48c or a sheltered workshop holding a certificate of approval from the Department of Elementary and Secondary Education pursuant to section 178.920, RSMo were awarded five to fifteen (5-15) bonus preference points during the evaluation of RFPS30034901901017. Additionally, contractors that qualify as Missouri service-disabled veteran business enterprise were awarded the three (3) bonus preference points during the evaluation of RFPS30034901901017.

1.2.3 The contractor with the most points after totaling the cost evaluation points and preference points will be considered the lowest priced contractor, including consideration of preferences.

1.2.4 When trash collection services are required, the state agency shall provide the contractor with as much prior notice of the trash collection services as possible. In the event that there are multiple contractors, the state agency shall utilize the services of the lowest priced contractor, including consideration of preferences, (see determination of such contractor as specified above) for the required services. In the event the lowest priced contractor, including consideration of preferences, is unable to provide the required services due to unavailability, the state agency shall contact the next lowest priced contractor, including consideration of preferences. If additional contracts exist, the state agency shall continue to use the same criteria until the needs of the state agency are met.

a. If the contractor cannot provide services according to the state agency's needs or if the contractor does not provide the type of services required by the state agency, the contractor must immediately notify the state agency. The contractor shall make every effort to meet the needs of the state agency. The state agency shall document each instance of the contractor's inability to provide the required services. If the contractor continually or consistently is unable to provide the required services, the Division of Purchasing may elect to cancel the contract.

b. In the event that none of the awarded contractors can provide the required services, the state agency may obtain the needed services from another source.

1.2.5 Because the State of Missouri needs multiple contractors throughout the state to effectively meet the state agencies' demand for trash collection services, the Division of Purchasing reserves the right to add more contractors subsequent to the initial award of contract(s). Qualifying vendors may be added as additional contractors subject to the same considerations identified herein regarding award of a contract.

### 1.3 Performance Requirements:

- 1.3.1 The contractor shall perform all trash collection services at each applicable state agency facility on an as needed, if needed basis or on a regular scheduled basis, as mutually agreed upon between the contractor and each applicable state agency.
- 1.3.2 Trash Receptacles: The contractor shall provide the trash receptacles requested by the state agency and shall place each such trash receptacle at locations designated by the state agency.
- 1.3.3 The contractor shall retain ownership of all trash receptacles provided and shall keep the trash receptacles in good mechanical and safe working condition.
- a. Within forty-eight (48) hours of state agency notification to the contractor, the contractor shall repair or schedule the repair of trash receptacles reported by the state agency as having mechanical problems.
  - b. The contractor shall supply a replacement trash receptacle at no additional fee to the state agency in the case of a trash receptacle needing to be removed for repair or maintenance.
  - c. The contractor shall agree and understand that the State of Missouri shall not be responsible for any liability incurred by the contractor or the contractor's personnel arising out of the possession, use, maintenance, delivery, return, and/or collection from the receptacles provided by the contractor.
- 1.3.4 Unscheduled Trash Collection: In addition to the scheduled trash collection service as communicated to the contractor by the state agency, the contractor shall provide unscheduled trash collection services by collecting the trash from each receptacle identified by the state agency by no later than twenty-four (24) hours after being notified by the state agency of the need to empty and collect the trash from the receptacle.
- a. The state agency makes no guarantee of a minimum or maximum amount of unscheduled trash collections that may be required.
- 1.3.5 The contractor shall provide all trash collection services during business hours, between 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding state holidays, on days and times mutually agreeable to the contractor and the state agency (see <http://oa.mo.gov/commissioner/state-holidays>).
- 1.3.6 The contractor shall collect all types of trash from the trash receptacles, with the exception of hazardous waste and any other items that are prohibited by law from being disposed of in landfills.
- a. The contractor must immediately notify the state agency in the event that hazardous waste or items prohibited by law (from being disposed of in landfills) are found in the trash receptacles.
- 1.3.7 Disposal: The contractor must dispose of all collected trash in a manner consistent with all applicable rules, regulations, etc., promulgated by the Missouri Department of Natural Resources and Missouri Department of Health and Senior Services. For disposal outside of the State of Missouri, the contractor must dispose of all trash in a manner consistent with the rules and regulations of the appropriate regulatory agencies in such states.
- a. If trash is to be disposed of outside of the State of Missouri, the contractor must either: (1) process the trash through a Transfer Station regulated by the Missouri Department of Natural Resources, or (2) dispose of the trash at a government regulated and approved facility.
  - b. The contractor shall be responsible for all permits, fees, and expenses related to the disposal of trash.

#### **1.4 Additional Requirements:**

- 1.4.1 At all times, the contractor shall assist the state agency in its effort to minimize the visual obtrusiveness of the trash receptacles and surrounding area.
- a. The contractor shall maintain a fifteen (15) foot perimeter around trash receptacles at all times, keeping the area clean and free of trash.

- 1.4.2 If requested by the state agency, the contractor shall maximize sanitary conditions by cleaning, deodorizing, and disinfecting the trash receptacles after each collection, either on site or by actual replacement at no additional charge to the State of Missouri. The state agency may inspect the trash receptacles to monitor compliance with this requirement.
- 1.4.3 Prior to performance of service at a state agency and if requested by the state agency, the contractor must submit the following to the state agency:
- The name, phone number and email address of the owner/operator, the address, and the solid waste permit number for each solid waste processing facility and solid waste disposal area which will be used for the purpose of processing or disposing of any trash collected from the state agency.
  - A list of all the contractor's personnel, and the social security numbers and dates of birth for each such personnel who will be providing trash collection services at the state agency. In addition, the contractor must obtain prior written approval from the state agency for any additions or changes made to the list at any time during the term of the contract. The state agency reserves the right to accept or reject any of the contractor's personnel assigned to the contract to provide trash collection services.
- 1.4.4 The contractor shall electronically submit a report to [Rob.Didriksen@oa.mo.gov](mailto:Rob.Didriksen@oa.mo.gov) in spreadsheet format by the fifteenth (15th) of every month that includes the following information for each state agency for which services were provided:
- Billing address,
  - Service address,
  - Container size(s),
  - Frequency of collection(s), and
  - Cost for collection(s).

**1.5 Missouri Statewide Contract Quarterly Usage Report: (See RFP for Requirements)**

**1.6 Invoicing and Payment Requirements:**

- 1.6.1 Prior to any payments becoming due under the contract, the contractor must update their vendor registration with their ACH-EFT payment information at <https://MissouriBUYS.mo.gov>.
- The contractor understands and agrees that the State of Missouri reserves the right to make contract payments through electronic funds transfer (EFT).
  - The contractor must submit invoices on the contractor's original descriptive business invoice form and must use a unique invoice number with each invoice submitted. The unique invoice number will be listed on the State of Missouri's EFT addendum record to enable the contractor to properly apply the state agency's payment to the invoice submitted. The contractor may obtain detailed information for payments issued for the past twenty-four (24) months from the State of Missouri's central accounting system (SAM II) on the Vendor Services Portal at:  
<https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>
- 1.6.2 Invoicing ☐ On a monthly basis, the contractor shall submit a separate invoice to each state agency that requested services. If requested by a state agency, the contractor shall provide separate invoices for each state agency location. For example, the Department of Corrections may require a separate invoice for each correctional facility.
- The invoice shall itemize all services provided and the price as specified by the contractor and approved by the state agency at the time of services.
- 1.6.3 Payments - After acceptance and approval of the services and invoice provided, the contractor shall be paid for the services pursuant to the approved invoice.



- 1.6.4 Other than the payments specified above, no other payments or reimbursements shall be made to the contractor including tonnage charges.
- 1.6.5 The contractor shall agree and understand that each state agency utilizing the contractor's services shall be solely responsible for payment for only those services requested by that state agency.
- 1.7 **Missouri Statewide Contract Quarterly Administrative Fee: (See RFP for Requirements)**
- 1.8 **Missouri Statewide Contract Quarterly Administrative Fee Report: (See RFP for Requirements)**

**To:** Baiser, Amy[AWiser@wm.com]  
**From:** Crawford, Lynn[crawfordl@stlouis-mo.gov]  
**Sent:** Mon 12/16/2019 11:00:58 AM (UTC-06:00)  
**Subject:** [EXTERNAL] Re: Fwd: Re: Fwd: Fwd: Waste Management Contact

Will do.  
Thank you,

Lynn

On Mon, Dec 16, 2019 at 10:59 AM Baiser, Amy <[AWiser@wm.com](mailto:AWiser@wm.com)> wrote:

Morning Lynn!

I have forwarded this to the inside team to get you the information you need and to get you set up under the State of MO.

If you do not hear from them by tomorrow, please let me know.

**Amy Baiser**

Account Manager

[awiser@wm.com](mailto:awiser@wm.com)

**Waste Management**

7320 Hall St.

St. Louis, MO 63147

Cell 314 305 1716

**From:** Crawford, Lynn <[crawfordl@stlouis-mo.gov](mailto:crawfordl@stlouis-mo.gov)>  
**Sent:** Friday, December 13, 2019 5:05 PM  
**To:** Baiser, Amy <[AWiser@wm.com](mailto:AWiser@wm.com)>  
**Cc:** Judy Armstrong <[ArmstrongJU@stlouis-mo.gov](mailto:ArmstrongJU@stlouis-mo.gov)>  
**Subject:** [EXTERNAL] Fwd: Re: Fwd: Fwd: Waste Management Contact

Amy the purchase order has been entered and will be forwarded on Monday, December 16, 2019. Also, I am following up on receiving your duns number to add to the contract document. We only altered it for internal use, all else applies. Additionally, we need a certificate of insurance naming the City as an additional insured. Finally, how do we need to proceed with getting the service transferred over to your location. Please advise.

Thank you and if you have any questions, let me know.

**SJ Exhibit 18-108**

----- Forwarded message -----

From: **Crawford, Lynn** <[crawfordl@stlouis-mo.gov](mailto:crawfordl@stlouis-mo.gov)>  
Date: Wed, Nov 27, 2019 at 5:02 PM  
Subject: Fwd: Re: Fwd: Fwd: Waste Management Contact  
To: Baiser, Amy <[awiser@wm.com](mailto:awiser@wm.com)>  
Cc: Judy Armstrong <[ArmstrongJU@stlouis-mo.gov](mailto:ArmstrongJU@stlouis-mo.gov)>

Enclosed is a copy of the contract for the City use. We slightly altered it for internal purposes only. I need to receive your company DUNS No. and a Certificate of Insurance naming the City of St. Louis as an "Additional Insured." We are ready to begin the service at the \$402.00 per month. Once I get the requested information, we will send you a purchase order as you requested.

Thank you and I apologize for the delay.

Lynn Crawford

----- Forwarded message -----

From: **Baiser, Amy** <[AWiser@wm.com](mailto:AWiser@wm.com)>  
Date: Fri, Oct 4, 2019 at 10:50 AM  
Subject: RE: Re: Fwd: Fwd: Waste Management Contact  
To: Crawford, Lynn <[crawfordl@stlouis-mo.gov](mailto:crawfordl@stlouis-mo.gov)>  
Cc: Judy Armstrong <[ArmstrongJU@stlouis-mo.gov](mailto:ArmstrongJU@stlouis-mo.gov)>

Sounds good. I just need a PO from you and I will get it resigned under state of mo.

**Amy Baiser**

Account Manager

[awiser@wm.com](mailto:awiser@wm.com)

**Waste Management**

7320 Hall St.

St. Louis, MO 63147

Cell 314 305 1716

**From:** Crawford, Lynn <[crawfordl@stlouis-mo.gov](mailto:crawfordl@stlouis-mo.gov)>  
**Sent:** Thursday, October 3, 2019 4:19 PM

**SJ Exhibit 18-109**

**To:** Baiser, Amy <[AWiser@wm.com](mailto:AWiser@wm.com)>  
**Cc:** Judy Armstrong <[ArmstrongJU@stlouis-mo.gov](mailto:ArmstrongJU@stlouis-mo.gov)>  
**Subject:** [EXTERNAL] Re: Fwd: Fwd: Waste Management Contact

If you can, yes that will work for us. We will state issue the contract under the State Contract number.

Thank you,

Lynn

On Thu, Oct 3, 2019 at 12:58 PM Baiser, Amy <[AWiser@wm.com](mailto:AWiser@wm.com)> wrote:

Hey Lynn,

Sorry for the delay on this. I plugged your account into the State of Missouri system to give you rates based off that agreement and it would actually increase your bill. You currently pay \$393.53/month and if I put you on with the State of MO, I would have to increase your rate by \$8.47/month. Not a huge increase, but still an increase. Since it isn't a crazy increase, I can see if I can get approval to leave it the same and sign at your current rate of \$393.53. If I can get that approved, would that work for you?

100-185123 ST LOUIS GATEWAY TRANSPRTN CTR 430 S 15TH ST CM

**Amy Baiser**

Account Manager

[awiser@wm.com](mailto:awiser@wm.com)

**Waste Management**

7320 Hall St.

St. Louis, MO 63147

Cell 314 305 1716

**From:** Crawford, Lynn <[crawfordl@stlouis-mo.gov](mailto:crawfordl@stlouis-mo.gov)>  
**Sent:** Tuesday, September 17, 2019 4:20 PM  
**To:** Baiser, Amy <[AWiser@wm.com](mailto:AWiser@wm.com)>  
**Subject:** [EXTERNAL] Fwd: Fwd: Waste Management Contact

**SJ Exhibit 18-110**

Amy, per our conversation last week, here is a copy of emails sent and received from Sandy Edwards. The City of St. Louis Transportation System had a contract with WM of Illinois. See enclosed. However, it has been determined that this contract has expired. Also, upon further review of the contract document, the City employee who signed the original agreement does not have the authority to enter the City into a contract. Therefore, what the City would like to do is enter into an agreement with Waste Management based on the State of Missouri Contract (CS191017003) with your company. The service we are requiring is the same as on the now expired contract. 6x week pickup, 2 each 4 yard containers. What we need is pricing information for daily service to City of St. Louis, Gateway Transportation Center, 430 S. 15th Street, St. Louis, MO 63103. We will also need a rate for extra pickups, if needed. We will also need any other fees associated. All services are to be based on the contract with the State.

Thank you for your cooperation and a prompt response would be appreciated.

Any questions, let me know.

Lynn

----- Forwarded message -----

From: **Edwards, Sandra** <[sedward9@wm.com](mailto:sedward9@wm.com)>  
Date: Wed, Aug 21, 2019 at 10:23 AM  
Subject: RE: Fwd: Waste Management Contact  
To: Crawford, Lynn <[crawfordl@stlouis-mo.gov](mailto:crawfordl@stlouis-mo.gov)>

**From:** Crawford, Lynn <[crawfordl@stlouis-mo.gov](mailto:crawfordl@stlouis-mo.gov)>  
**Sent:** Thursday, August 15, 2019 4:38 PM  
**To:** Edwards, Sandra <[sedward9@wm.com](mailto:sedward9@wm.com)>  
**Cc:** Judy Armstrong <[ArmstrongJU@stlouis-mo.gov](mailto:ArmstrongJU@stlouis-mo.gov)>  
**Subject:** [EXTERNAL] Fwd: Waste Management Contact

I am still waiting for pricing information for trash collection services for the City of St. Louis. Please let me know if Waste Management will or will not provide these services for us through the State of Mo contract. Your prompt response would be appreciated.

Thank you,

Lynn

----- Forwarded message -----

From: **Crawford, Lynn** <[crawfordl@stlouis-mo.gov](mailto:crawfordl@stlouis-mo.gov)>  
Date: Thu, Aug 8, 2019 at 5:38 PM

**SJ Exhibit 18-111**

Subject: Re: Waste Management Contact  
To: Edwards, Sandra <[sedward9@wm.com](mailto:sedward9@wm.com)>

Sandra, just following up on pricing. Please advise.

Thank you,

Lynn

On Fri, Aug 2, 2019 at 4:03 PM Edwards, Sandra <[sedward9@wm.com](mailto:sedward9@wm.com)> wrote:

Thank you for your call today. I will get that pricing to next week.

Thank you,

Sandy Edwards

Account Manager - MO Valley

**Waste Management**

Cell - 314-365-3239

[Sedward9@wm.com](mailto:Sedward9@wm.com)

**Cust Svc - 800 989 2783**

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**Recycling is a good thing. Please recycle any printed emails.**

--

**Lynn Crawford**,CPPB/Deputy Supply Commissioner  
City of St. Louis

1200 Market Street, Room 324  
St. Louis, MO 63103

**SJ Exhibit 18-112**

314-622-4716  
314-622-4141 fax

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**Lynn Crawford**,CPPB/Deputy Supply Commissioner  
City of St. Louis

1200 Market Street, Room 324  
St. Louis, MO 63103  
314-622-4716  
314-622-4141 fax

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**Lynn Crawford**,CPPB/Deputy Supply Commissioner  
City of St. Louis

1200 Market Street, Room 324  
St. Louis, MO 63103  
314-622-4716  
314-622-4141 fax

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**Lynn Crawford**,CPPB/Deputy Supply Commissioner  
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**Lynn Crawford**,CPPB/Deputy Supply Commissioner  
City of St. Louis  
1200 Market Street, Room 324  
St. Louis, MO 63103  
314-622-4716  
314-622-4141 fax





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/1/2021

12/6/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	LOCKTON COMPANIES 3657 BRIARPARK DRIVE, SUITE 700 HOUSTON TX 77042 866-260-3538	CONTACT NAME:	
		PHONE (A/C, No. Ext):	FAX (A/C, No):
		E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A : ACE American Insurance Company	22667
INSURED 1300299	WASTE MANAGEMENT HOLDINGS, INC. & ALL AFFILIATED, RELATED & SUBSIDIARY COMPANIES INCLUDING: WASTE MANAGEMENT OF MISSOURI 7320 HALL STREET ST. LOUIS MO 63147	INSURER B : Indemnity Insurance Co of North America	43575
		INSURER C : ACE Fire Underwriters Insurance Company	20702
		INSURER D : ACE Property & Casualty Insurance Co	20699
		INSURER E :	
		INSURER F :	

**COVERAGES** MOSTLOUI **CERTIFICATE NUMBER:** 13308582 **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU INCLUDED <input checked="" type="checkbox"/> ISO FORM CG00010413 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	HDO G71237345	1/1/2020	1/1/2021	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 6,000,000 PRODUCTS - COMP/OP AGG \$ 6,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> MCS-90	Y	Y	MMT H25290008	1/1/2020	1/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	Y	Y	XOO G27929242 005	1/1/2020	1/1/2021	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$ XXXXXXXX
B A C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	Y	WLR C66043058 (AOS) WLR C66043010 (AZ, CA & MA) SCF C66043095 (WI)	1/1/2020 1/1/2020 1/1/2020	1/1/2021 1/1/2021 1/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 3,000,000 E.L. DISEASE - EA EMPLOYEE \$ 3,000,000 E.L. DISEASE - POLICY LIMIT \$ 3,000,000
A	EXCESS AUTO LIABILITY	Y	Y	XSA H25289961	1/1/2020	1/1/2021	COMBINED SINGLE LIMIT \$9,000,000 (EACH ACCIDENT)

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

BLANKET WAIVER OF SUBROGATION IS GRANTED IN FAVOR OF CERTIFICATE HOLDER ON ALL POLICIES WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT WHERE PERMISSIBLE BY LAW. CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED (EXCEPT FOR WORKERS COMP/EL) WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT. ADDITIONAL INSURED IN FAVOR OF THE CITY OF ST. LOUIS ON ALL POLICIES (EXCEPT WORKERS' COMPENSATION/EL) WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT. THE INSURANCE AFFORDED TO THE ADDITIONAL INSURED AS DESCRIBED IN THIS CERTIFICATE OF INSURANCE FOR WORK PERFORMED BY THE NAMED INSURED IS PRIMARY AND NON-CONTRIBUTORY TO ANY SIMILAR COVERAGE MAINTAINED BY THE ADDITIONAL INSURED WHERE AND TO THE EXTENT REQUIRED BY CONTRACT.

## CERTIFICATE HOLDER

**13308582**  
ST LOUIS GATEWAY TRANSPORTATION CTR  
430 S 15TH ST  
ST. LOUIS MO 63103

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/1/2021

12/6/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	LOCKTON COMPANIES 3657 BRIARPARK DRIVE, SUITE 700 HOUSTON TX 77042 866-260-3538	CONTACT NAME:	
		PHONE (A/C, No, Ext):	FAX (A/C, No):
		E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A : ACE American Insurance Company	22667
INSURED 1300299	WASTE MANAGEMENT HOLDINGS, INC. & ALL AFFILIATED, RELATED & SUBSIDIARY COMPANIES INCLUDING: WASTE MANAGEMENT OF MISSOURI 7320 HALL STREET ST. LOUIS MO 63147	INSURER B : Indemnity Insurance Co of North America	43575
		INSURER C : ACE Fire Underwriters Insurance Company	20702
		INSURER D : ACE Property & Casualty Insurance Co	20699
		INSURER E :	
		INSURER F :	

**COVERAGES** MOSTLOUI **CERTIFICATE NUMBER:** 13308582 **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
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D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	Y	Y	XOO G27929242 005	1/1/2020	1/1/2021	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$ XXXXXXXX
B A C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	Y	WLR C66043058 (AOS) WLR C66043010 (AZ, CA & MA) SCF C66043095 (WI)	1/1/2020 1/1/2020 1/1/2020	1/1/2021 1/1/2021 1/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 3,000,000 E.L. DISEASE - EA EMPLOYEE \$ 3,000,000 E.L. DISEASE - POLICY LIMIT \$ 3,000,000
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AUTHORIZED REPRESENTATIVE

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STATEWIDE TRASH COLLECTION SERVICES DURATION: OCTOBER 1, 2019 THROUGH JANUARY 31, 2020			
Contract Supervisor	Catrina Brimer	314-622-3453	<a href="mailto:brimerca@stlouis-mo.gov">brimerca@stlouis-mo.gov</a>
Waste Management of Missouri, Inc.	Amy Baiser	314-704-2783 (T) 314-305-1716 (C)	<a href="mailto:AWiser@wm.com">AWiser@wm.com</a>

All terms and conditions of the State of Missouri Statewide contract prevails. Any variances from the terms and conditions, not agreed upon by both parties, shall be considered clerical error and void.

1. The City of St. Louis has approved the use of State of Missouri Contract as follows:

**Contract No. CS191017003 held by Waste Management of Missouri, Inc.. DUNS #:** \_\_\_\_\_

This is a cooperative agreement under the State of Missouri ☐ Office of Administration with a beginning date of October 1, 2019 for the City of St. Louis (See attached Statewide Contract for actual contract dates).

2. Departments may utilize Statewide Trash Collection Services under this contract. The contractor shall provide all trash receptacles requested by the City of St. Louis and shall place each such trash receptacle at locations designated by the City of St. Louis.
3. The contractor shall retain ownership of all trash receptacles provided and shall keep the trash receptacles in good mechanical and safe working condition. The contractor shall supply a replacement trash receptacle at no additional fee to the City of St. Louis in the case of a trash receptacle needing to be removed for repair or maintenance.
4. The contractor shall provide all trash collection services during business hours, between 8:00 a.m. and 5:00 p.m. Monday through Friday, excluding holidays, or on days and times mutually agreeable to the contractor and the City of St. Louis.
5. The contractor shall collect all types of trash from the trash receptacles, with the exception of hazardous waste and any other items that are prohibited by law from being disposed of in landfills.
6. The contractor shall be responsible for all permits, fees, and expenses related to the disposal of trash.
7. All City employees are expected to comply with the procurement process established by the Supply Division. Questions should be directed to Catrina Brimer, Contract Supervisor at (314) 622-3453.
8. The contractor's pricing can be obtained by contacting the contractor with trash collection requirements. To get this State of Missouri pricing, you have to establish an account with Waste Management of Missouri, Inc.
9. The contractor shall place the containers at locations designated by City of St. Louis using departments.
10. Trash Collection Services shall be provided on an as needed, if needed basis, or upon stated pickup schedules as mutually agreed upon. Payment Terms are Net 30 days.
11. Contractor shall provide a Certificate of Insurance naming the City of St. Louis as an Additional Insured regards to General Liability and Professional and Pollution Liability.
10. Usage will be monitored quarterly and any department found ordering in violation of City procedures will have the privilege of Using these contracts revoked.



STATE OF MISSOURI  
OFFICE OF ADMINISTRATION  
DIVISION OF PURCHASING

## NOTIFICATION OF STATEWIDE CONTRACT

Date: February 5, 2019

**CONTRACT TITLE:**           **Statewide Trash Collection Services**

<b>CURRENT CONTRACT PERIOD:</b>	<b>February 1, 2019 through January 31, 2020</b>	
<b>RENEWAL INFORMATION:</b>	Original Contract Period:	<b>February 1, 2019 through January 31, 2020</b>
	Renewal Options Available:	2
	Potential Final Expiration:	January 31, 2022
<b>BUYER INFORMATION:</b>	Tammy Michel (573) 751-3114 <a href="mailto:Tammy.michel@oa.mo.gov">Tammy.michel@oa.mo.gov</a>	

ALL PURCHASES MADE UNDER THIS CONTRACT MUST BE FOR **PUBLIC USE ONLY**.  
PURCHASES FOR PERSONAL USE BY PUBLIC EMPLOYEES OR OFFICIALS ARE PROHIBITED.

THE USE OF THIS CONTRACT IS **PREFERRED** FOR ALL STATE AGENCIES.

The entire contract document may be viewed and printed from the Division of Purchasing's **Awarded Bid & Contract Document Search** located on the Internet at

<http://oa.mo.gov/purchasing>.

*~ Instructions for use of the contract, specifications, requirements, and pricing are attached ~.*

CONTRACT NUMBER	SAM II VENDOR NUMBER/ MissouriBUYS SYSTEM ID	VENDOR INFORMATION	MBE/ WBE	COOP PROCUREMENT
CS191017001	8608977190 8/ MB00095209	Republic of Jefferson City 5645 Moreau River Access Road Jefferson City, MO 65101 Contact Person: Monte Krehbiel Phone: (573) 636-1105 Email: <a href="mailto:mkrehbiel@republicservices.com">mkrehbiel@republicservices.com</a>	No	Yes
<b>Counties Awarded:</b> Audrain, Boone, Callaway, Camden, Cole, Cooper, Hickory, Maries, Miller, Moniteau, Montgomery, Morgan, Osage, Phelps and Pulaski.				

CONTRACT NUMBER	SAM II VENDOR NUMBER/ MissouriBUYS SYSTEM ID	VENDOR INFORMATION	MBE/WBE	COOP PROCUREMENT
CS191017002	6507169040 3/ MB00093891	Republic Services of Quincy 3110 Kochs Lane Quincy IL 62305 Contact: Mark Starr Phone: (217) 391-2989 Email: <a href="mailto:mstarr@republicservices.com">mstarr@republicservices.com</a>	No	Yes
<b><u>Counties Awarded:</u></b> Audrain, Clark, Knox, Lewis, Marion, Monroe, Pike, Ralls, and Shelby				
CS191017003	4309923670 K/ MB00094486	Waste Management of Missouri, Inc. 7320 Hall Street St. Louis, MO 63147 Contact Person: Sandy Edwards Phone: (314) 365-3239 Email: <a href="mailto:sedward9@wm.com">sedward9@wm.com</a>	No	Yes
<b><u>Counties Awarded:</u></b> St. Louis County, Jefferson, St. Charles, St. Francois, Washington, Lincoln, Montgomery, Warren, Andrew, Atchison, Buchanan, Caldwell, Clay, Clinton, Dekalb, Davies, Gentry, Holt, Nodaway, and Platte				
CS191017004	4806348060 1/ MB00118215	Waste Management of Kansas Inc PO Box 9001054 Louisville, KY 40290 Contact Person: Wandell (Dell) Johnson Phone: (913) 242-1305 Email: <a href="mailto:wjohns26@wm.com">wjohns26@wm.com</a>	No	Yes
<b><u>Counties Awarded:</u></b> Jackson, Clay, and Platte (Commercial and Rolloff services Cass, Lafayette, and Ray (Rolloff services only)				

## STATEWIDE CONTRACT HISTORY

The following summarizes actions related to this Notification of Statewide Contract since its initial issuance. Any and all revisions have been incorporated into the attached document.

Contract Period	Issue Date	Summary of Changes
02/01/2019 <input type="checkbox"/> 01/31/2020	02/5/19	<ul style="list-style-type: none"><li>Updated Awarded Counties for Contract CS191017001</li></ul>
02/01/2019 <input type="checkbox"/> 01/31/2020	01/28/19	<ul style="list-style-type: none"><li>Corrected Buyer E-mail Address</li></ul>
02/01/2019 <input type="checkbox"/> 01/31/2020	01/28/19	<ul style="list-style-type: none"><li>Initial issuance of new statewide contract</li></ul>

## INSTRUCTIONS FOR STATE AGENCIES

Pursuant to paragraph 1.2.1 herein, the state agency shall contact the lowest priced contractor. Refer to paragraph 1.2.1 for instructions on determination of the lowest priced contractor. The state agency will need to contact the contractor(s) to obtain quotes.

None of the contractors were awarded preference points.

## **1. CONTRACTUAL REQUIREMENTS**

### **1.1 General Requirements:**

- 1.1.1 The contractor shall provide trash collection services for the State of Missouri for various state agency locations (hereinafter referred to as the state agency), in accordance with the provisions and requirements stated herein and to the sole satisfaction of the state agency.
- a. For purposes of the contract, a state agency shall be defined as a division, section, bureau, office, program, board, regional/district office, etc., that exists within a department of Missouri State Government. For the purposes of this document, this shall also include the Judicial and Legislative branches of the State of Missouri.
  - b. The contractor shall provide services in the county/counties awarded, as specified on the Notice of Award issued by the Division of Purchasing.
- 1.1.2 The contractor shall provide services on an as needed, if needed basis. The State of Missouri does not guarantee any usage of the contract whatsoever. The contractor shall agree and understand that the contract shall be construed as a preferred use contract but shall not be construed as an exclusive arrangement.
- a. A contract for Solid Waste Management Services also exists. The state agency requesting trash services will have the option to determine which contract(s) to utilize.
  - b. Any state agency requesting trash services shall be required to use the trash services contract(s) established herein or use the Solid Waste Management Services contract unless an exemption is granted by the Division of Purchasing. In addition, the contractor shall agree and understand that the contract shall not be construed as an exclusive arrangement and if it is in the best interest of the State of Missouri and approved by the Division of Purchasing, a state agency may obtain alternate services elsewhere.
- 1.1.3 Cooperative Procurement Program - The contractor shall participate in the State of Missouri's Cooperative Procurement Program. The contractor shall provide trash collection services as described herein under the terms and conditions, requirements, and specifications of the contract, including prices, to other government entities in accordance with the Technical Services Act (section 67.360, RSMo, which is available on the internet at: <http://www.moga.mo.gov/mostatutes/stathtml/06700003601.html?&me=67.360>.) The contractor shall further understand and agree that participation by other governmental entities is discretionary on the part of that governmental entity and the State of Missouri bears no financial responsibility for any payments due the contractor by such governmental entities.
- 1.1.4 Personnel:
- a. Each state agency will identify a state agency designee to serve as the state agency contact and will provide the telephone number and email address of the assigned designee to the contractor. The contractor shall report to and follow the state agency designee's instructions.
  - b. The contractor shall designate a contact person who shall serve as the contractor's contact and shall be the liaison between the contractor and the state agency. By no later than five (5) business days after notification by the state agency to proceed with services, the contractor shall provide the state agency with the name, address, email address, and telephone number of the contractor's contact person. The contractor's contact person shall (1) oversee all services being provided, (2) assume responsibility and liability for services performed per the contract, and (3) serve as the primary point of contact with the state agency.

### **1.2 Determination of Services:**

1.2.1 Upon determination of the need for trash collection services, current pricing (receptacle rental price per pickup, frequency of pickup) and availability to perform the trash collection services will be requested from all contractors awarded a contract for that particular county. The state agency will award the services to the lowest priced contractor at the time of the need for the services, in accordance with the requirements stated herein.

a. The state agency shall determine the lowest priced contractor, including consideration of preferences, as specified below:

- 1) The state agency shall determine the lowest priced contractor by determining each contractor's total cost based upon the anticipated trash collection services required and the prices quoted by each contractor at the time of the need for services. Upon determination of each contractor's total cost, cost points shall be computed from the results of the calculation stated above using a scale of 200 possible points and the following formula:

$$\frac{\text{Lowest Responsive Contractor's Price}}{\text{Compared Contractor's Price}} \times 200 = \text{Cost evaluation points}$$

1.2.2 For those contractors awarded bonus preference points during the evaluation of RFPS30034901901017, such bonus preference points shall be added to the contractor's cost evaluation points. Contractors that proposed to include products and/or services manufactured, produced or assembled by a qualified nonprofit organization for the blind established pursuant to 41 U.S.C. sections 46 to 48c or a sheltered workshop holding a certificate of approval from the Department of Elementary and Secondary Education pursuant to section 178.920, RSMo were awarded five to fifteen (5-15) bonus preference points during the evaluation of RFPS30034901901017. Additionally, contractors that qualify as Missouri service-disabled veteran business enterprise were awarded the three (3) bonus preference points during the evaluation of RFPS30034901901017.

1.2.3 The contractor with the most points after totaling the cost evaluation points and preference points will be considered the lowest priced contractor, including consideration of preferences.

1.2.4 When trash collection services are required, the state agency shall provide the contractor with as much prior notice of the trash collection services as possible. In the event that there are multiple contractors, the state agency shall utilize the services of the lowest priced contractor, including consideration of preferences, (see determination of such contractor as specified above) for the required services. In the event the lowest priced contractor, including consideration of preferences, is unable to provide the required services due to unavailability, the state agency shall contact the next lowest priced contractor, including consideration of preferences. If additional contracts exist, the state agency shall continue to use the same criteria until the needs of the state agency are met.

- a. If the contractor cannot provide services according to the state agency's needs or if the contractor does not provide the type of services required by the state agency, the contractor must immediately notify the state agency. The contractor shall make every effort to meet the needs of the state agency. The state agency shall document each instance of the contractor's inability to provide the required services. If the contractor continually or consistently is unable to provide the required services, the Division of Purchasing may elect to cancel the contract.
- b. In the event that none of the awarded contractors can provide the required services, the state agency may obtain the needed services from another source.

1.2.5 Because the State of Missouri needs multiple contractors throughout the state to effectively meet the state agencies' demand for trash collection services, the Division of Purchasing reserves the right to add more contractors subsequent to the initial award of contract(s). Qualifying vendors may be added as additional contractors subject to the same considerations identified herein regarding award of a contract.

### 1.3 Performance Requirements:



- 1.3.1 The contractor shall perform all trash collection services at each applicable state agency facility on an as needed, if needed basis or on a regular scheduled basis, as mutually agreed upon between the contractor and each applicable state agency.
- 1.3.2 Trash Receptacles: The contractor shall provide the trash receptacles requested by the state agency and shall place each such trash receptacle at locations designated by the state agency.
- 1.3.3 The contractor shall retain ownership of all trash receptacles provided and shall keep the trash receptacles in good mechanical and safe working condition.
- a. Within forty-eight (48) hours of state agency notification to the contractor, the contractor shall repair or schedule the repair of trash receptacles reported by the state agency as having mechanical problems.
  - b. The contractor shall supply a replacement trash receptacle at no additional fee to the state agency in the case of a trash receptacle needing to be removed for repair or maintenance.
  - c. The contractor shall agree and understand that the State of Missouri shall not be responsible for any liability incurred by the contractor or the contractor's personnel arising out of the possession, use, maintenance, delivery, return, and/or collection from the receptacles provided by the contractor.
- 1.3.4 Unscheduled Trash Collection: In addition to the scheduled trash collection service as communicated to the contractor by the state agency, the contractor shall provide unscheduled trash collection services by collecting the trash from each receptacle identified by the state agency by no later than twenty-four (24) hours after being notified by the state agency of the need to empty and collect the trash from the receptacle.
- a. The state agency makes no guarantee of a minimum or maximum amount of unscheduled trash collections that may be required.
- 1.3.5 The contractor shall provide all trash collection services during business hours, between 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding state holidays, on days and times mutually agreeable to the contractor and the state agency (see <http://oa.mo.gov/commissioner/state-holidays>).
- 1.3.6 The contractor shall collect all types of trash from the trash receptacles, with the exception of hazardous waste and any other items that are prohibited by law from being disposed of in landfills.
- a. The contractor must immediately notify the state agency in the event that hazardous waste or items prohibited by law (from being disposed of in landfills) are found in the trash receptacles.
- 1.3.7 Disposal: The contractor must dispose of all collected trash in a manner consistent with all applicable rules, regulations, etc., promulgated by the Missouri Department of Natural Resources and Missouri Department of Health and Senior Services. For disposal outside of the State of Missouri, the contractor must dispose of all trash in a manner consistent with the rules and regulations of the appropriate regulatory agencies in such states.
- a. If trash is to be disposed of outside of the State of Missouri, the contractor must either: (1) process the trash through a Transfer Station regulated by the Missouri Department of Natural Resources, or (2) dispose of the trash at a government regulated and approved facility.
  - b. The contractor shall be responsible for all permits, fees, and expenses related to the disposal of trash.

#### **1.4 Additional Requirements:**

- 1.4.1 At all times, the contractor shall assist the state agency in its effort to minimize the visual obtrusiveness of the trash receptacles and surrounding area.
- a. The contractor shall maintain a fifteen (15) foot perimeter around trash receptacles at all times, keeping the area clean and free of trash.

- 1.4.2 If requested by the state agency, the contractor shall maximize sanitary conditions by cleaning, deodorizing, and disinfecting the trash receptacles after each collection, either on site or by actual replacement at no additional charge to the State of Missouri. The state agency may inspect the trash receptacles to monitor compliance with this requirement.
- 1.4.3 Prior to performance of service at a state agency and if requested by the state agency, the contractor must submit the following to the state agency:
- a. The name, phone number and email address of the owner/operator, the address, and the solid waste permit number for each solid waste processing facility and solid waste disposal area which will be used for the purpose of processing or disposing of any trash collected from the state agency.
  - b. A list of all the contractor's personnel, and the social security numbers and dates of birth for each such personnel who will be providing trash collection services at the state agency. In addition, the contractor must obtain prior written approval from the state agency for any additions or changes made to the list at any time during the term of the contract. The state agency reserves the right to accept or reject any of the contractor's personnel assigned to the contract to provide trash collection services.
- 1.4.4 The contractor shall electronically submit a report to [Rob.Didriksen@oa.mo.gov](mailto:Rob.Didriksen@oa.mo.gov) in spreadsheet format by the fifteenth (15th) of every month that includes the following information for each state agency for which services were provided:
- a. Billing address,
  - b. Service address,
  - c. Container size(s),
  - d. Frequency of collection(s), and
  - e. Cost for collection(s).

**1.5 Missouri Statewide Contract Quarterly Usage Report: (See RFP for Requirements)**

**1.6 Invoicing and Payment Requirements:**

- 1.6.1 Prior to any payments becoming due under the contract, the contractor must update their vendor registration with their ACH-EFT payment information at <https://MissouriBUYS.mo.gov>.
- a. The contractor understands and agrees that the State of Missouri reserves the right to make contract payments through electronic funds transfer (EFT).
  - b. The contractor must submit invoices on the contractor's original descriptive business invoice form and must use a unique invoice number with each invoice submitted. The unique invoice number will be listed on the State of Missouri's EFT addendum record to enable the contractor to properly apply the state agency's payment to the invoice submitted. The contractor may obtain detailed information for payments issued for the past twenty-four (24) months from the State of Missouri's central accounting system (SAM II) on the Vendor Services Portal at:  
<https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>
- 1.6.2 Invoicing ☐ On a monthly basis, the contractor shall submit a separate invoice to each state agency that requested services. If requested by a state agency, the contractor shall provide separate invoices for each state agency location. For example, the Department of Corrections may require a separate invoice for each correctional facility.
- a. The invoice shall itemize all services provided and the price as specified by the contractor and approved by the state agency at the time of services.
- 1.6.3 Payments - After acceptance and approval of the services and invoice provided, the contractor shall be paid for the services pursuant to the approved invoice.

- 1.6.4 Other than the payments specified above, no other payments or reimbursements shall be made to the contractor including tonnage charges.
- 1.6.5 The contractor shall agree and understand that each state agency utilizing the contractor's services shall be solely responsible for payment for only those services requested by that state agency.
- 1.7 **Missouri Statewide Contract Quarterly Administrative Fee: (See RFP for Requirements)**
- 1.8 **Missouri Statewide Contract Quarterly Administrative Fee Report: (See RFP for Requirements)**

# CITY OF ST. LOUIS

OFFICE OF THE SUPPLY COMMISSIONER  
1200 MARKET ST RM 324  
ST LOUIS MO 63103-2842



PURCHASE ORDER

16020P0025

PAGE

1

BLANKET RELEASE

CHANGE NOTICE

CORRECT PURCHASE ORDER AND STOCK NUMBERS MUST APPEAR ON ALL PACKAGES, INVOICES, SHIPPING PAPERS AND CORRESPONDENCE. PACKING SLIPS MUST ACCOMPANY ALL SHIPMENTS.

REPRINT NUMBER

1

## ORIGINAL PURCHASE ORDER

INVOICE TO

COMPTROLLER  
1200 MARKET STREET  
ROOM 311  
ST LOUIS MO

63103

TO

WASTE MANAGEMENT OF ST. LOUIS  
7320 HALL ST  
ST LOUIS MO 63147

SHIP TO

COMPTROLLER  
1200 MARKET STREET  
ROOM 311  
ST LOUIS MO

63103

DATE PRINTED		TERMS OF SALE		TAX CERTIFICATION NUMBER		TAX	
12/17/19		NOW				0.00	
SHIP VIA		F O B		FREIGHT TERMS		ADDITIONAL COST	
BEST WAY		PREPAID		PREPAID		0.00	
LINE	QUANTITY	UOP	VENDOR ITEM NO.	UNIT PRICE		AMOUNT	
	DATE DUE	CAT. NO.	ITEM NUMBER				
0001	1	EA	LC	2,820.00000		2,820.00	
		CITY	EACH				
TRASH COLLECTION SERVICES							
TRASH COLLECTION SERVICES FOR GATEWAY TRANSPORTATION CENTER							
BLANKET PURCHASE ORDER FY 20							
WASTE MANAGEMENT; 7320 HALL STREET, ST. LOUIS, MO 63147; 314-305-1716; AMY BAISER, ACCOUNT MANAGER							
PER STATE CONTRACT NO. CS191017003							
DEPART CONTACT: JUDY ARMSTRONG ARMSTRONGJ@STLOUIS-MO.GOV							
PREVIOUS PO TOTAL==>				2,820.00			
PO NET CHANGE (+)==>						.00	

REMARKS

FUND: 1116 CNTR: 1600019 ACCT: 5637000

2,820.00

TOTAL

BY *Pluchling* 12/18/19  
AUTHOR: *Pluchling*

SJ Exhibit 18-126

**To:** Baiser, Amy[awiser@wm.com]  
**Cc:** Judy Armstrong[ArmstrongJU@stlouis-mo.gov]  
**From:** Crawford, Lynn[crawfordl@stlouis-mo.gov]  
**Sent:** Wed 12/18/2019 3:59:37 PM (UTC-06:00)  
**Subject:** [EXTERNAL] Fwd: Attached Image  
[4100\\_001.pdf](#)

Amy attached is a copy of Purchase Order #**16020P0025** for the **City of St. Louis Transportation Center**. Please advise as to when we can get old contract out and new one in. Thank you and if you have any questions, please contact the Deputy Commissioner Lynn Crawford at **314-622-4716** or email at [crawfordl@stlouis-mo.gov](mailto:crawfordl@stlouis-mo.gov).

Please acknowledge upon receipt of this email.

Thanks

----- Forwarded message -----

From: **SUP-A-006** <[sup-a-006@stlouis-mo.gov](mailto:sup-a-006@stlouis-mo.gov)>  
Date: Wed, Dec 18, 2019 at 3:56 PM  
Subject: Attached Image  
To: Lynn Crawford <[CrawfordL@stlouis-mo.gov](mailto:CrawfordL@stlouis-mo.gov)>

--

**Lynn Crawford**,CPPB/Deputy Supply Commissioner  
City of St. Louis  
1200 Market Street, Room 324  
St. Louis, MO 63103  
314-622-4716  
314-622-4141 fax





# INVOICE

Page 1 of 2

**Customer ID:****7-82020-43001**

Customer Name:

ST LOUIS GATEWAY TRANSPRTN CTR

Service Period:

11/01/17-11/30/17

Invoice Date:

10/27/2017

Invoice Number:

6486633-2052-7

**How To Contact Us**Visit **wm.com**

To setup your online profile, sign up for paperless statements, manage your account, view holiday schedules, pay your invoice or schedule a pickup



Customer Service:  
(800) 989-2783

**Your Payment Is Due****Nov 25, 2017**

If full payment of the Invoiced amount is not received within your contractual terms, you may be charged a monthly late charge of 2.5% of the unpaid amount, with a minimum monthly charge of \$5, or such late charge allowed under applicable law, regulation or contract.

**Your Total Due****\$724.20**

If payment is received after  
11/25/2017: **\$ 741.88**

See Reverse for Important Messages

Previous Balance	+	Payments	+	Adjustments	+	Current Charges	=	Total Due
710.60		(340.00)		0.00		353.60		<b>724.20</b>

**Details for Service Location:**

ST Louis Gateway Transprt Ctr, 430 S 15th St, Saint Louis MO  
63103-2607

Customer ID: **7-82020-43001**

PO#: GTC002

Description	Date	Ticket	Quantity	Amount
4 Yard dumpster service	11/01/17		2.00	353.60
<b>Total Current Charges</b>				<b>353.60</b>

Please detach and send the lower portion with payment --- (no cash or staples) ---



WASTE MANAGEMENT OF ST LOUIS  
PO Box 42390  
PHOENIX, AZ 85080

(800) 989-2783  
(314) 506-4700  
(866) 863-4837 FAX

Invoice Date	Invoice Number	Customer ID (Include with your payment)
10/27/2017	6486633-2052-7	<b>7-82020-43001</b>
Payment Terms	Total Due	Amount
Total Due by 11/25/2017	\$724.20	
If Received after 11/25/2017	\$741.88	

2052000078202043001064866330000003536000000072420 0

0074797 01 AB 0.400 \*\*A1JTC T B Q 7300 63103-260730 &lt;C01-274821-11

12052067



ST LOUIS GATEWAY TRANSPRTN CTR  
430 15TH ST S  
SAINT LOUIS MO 63103-2607



WASTE MANAGEMENT OF ST LOUIS  
PO BOX 9001054  
LOUISVILLE, KY 40290-1054

**THINK GREEN:****SJ Exhibit 18-128**

Printed on  
recycled paper.

100-0185123-2052-5

## CONTRACT FOR SOLID WASTE COLLECTION AND DISPOSAL SERVICE

This Contract (hereinafter "Contract") is entered into this 1<sup>ST</sup> Day of July, 2015, by and between the City of St. Louis and Waste Management of Missouri, Inc. (hereinafter "Contractor") for Waste Collection and Disposal at the City owned St. Louis Gateway Transportation Center.

- I. TERM. The term of this Contract shall commence on July 1, 2015, and terminate on June 30, 2017, except the City has the right to terminate this Contract, with or without cause, and without penalty, damages, or loss of revenue of Contractor upon thirty (30) days written notice to Contractor. However, should all building tenants vacate or should the City relinquish ownership of all facilities and buildings remaining on this Contract, the City may terminate this Contract upon five (5) days written notice to Contractor.

This Contract shall also be terminated in accordance with the provisions of Section XXXII. hereinafter.

The City reserves the right to extend this contract for three (3) additional one-year periods for a maximum contract term not to exceed five (5) years total. In the event such extension(s) is (are) implemented by the City, the applicable rates set forth in the attached Exhibit "A" shall be subject to adjustment annually to recognize mutually agreed upon changes in costs, but said adjustment shall not result in a rate increase exceeding (3%) per year. Rate adjustment(s) shall apply only to extensions(s) of the Contract and shall not apply to the initial contract term (as stated above) even if for a period exceeding one year. Annual rate adjustment is not mandatory and the Contract may be extended without increasing rates with the consent of the Contractor.

## II. INSURANCE AND INDEMNIFICATION:

### A. INSURANCE.

The Contractor shall take out and maintain during the life of this Contract adequate Commercial General Liability Insurance in the amounts specified to protect the City of St. Louis, the Contractor, and any subcontractor performing work covered by this Contract from all claims for damages for personal injury including accidental death as well as from claims for property damages which may arise from operations under this Contract whether such operation be by himself, or by a subcontractor, or by anyone directly or indirectly employed by either of them. The City of St. Louis shall be named as additional insured. The Contractor shall take out and maintain adequate Auto Liability Insurance in the amounts specified for its owned, non-owned, and hired vehicles of every type and description which are used in the contract work. The Contractor shall carry Worker's Compensation Insurance on all contracts whereunder such coverage is required and in the amount specified. The Contractor shall furnish the City of St. Louis with Certificates of Insurance showing such coverages. Upon request, the Contractor shall promptly furnish the City with a complete copy of these policies.

Insurance afforded by the Contractor shall be primary insurance and non-contributory.

Certificates attesting to the coverage as called for in this contract, and naming the City of St. Louis as additional insured, shall be filed with the City of St. Louis, St. Louis Gateway Transportation Center, 430 S. 15<sup>th</sup> Street, St. Louis, Missouri 63103, to the attention of the Operations Supervisor prior to the commencement of services.

The following insurance coverage is required by this Contract:

**Worker's Compensation Insurance in the amount as required by the Statutes of the State of Missouri, Commercial General Liability Insurance, and Automobile Liability Insurance the limits of which shall not be less than the following:**

1. Commercial General Liability:

Bodily Injury & Property Damage	
Each Occurrence	\$1,000,000.00
General Aggregate	\$2,000,000.00

2. Automobile Liability:

Bodily Injury & Property Damage	
Combined Single Limit	
(each accident)	\$1,000,000.00

The minimum limits as set forth above shall not be construed to limit the liability of the contractor. In addition, all certificates shall contain the statement: "The insurance covered by this certificate will not be canceled or altered except after thirty days' written notice sent by Certified Mail, return receipt requested, has been received by the City. "

Any insurance provider issuing said certificate of insurance must be authorized to transact business in the State of Missouri.

**B. INDEMNIFICATION.**

The Contractor shall defend, indemnify, and hold harmless the City, its officials, and employees, from any and all loss, damages, costs, expenses, claims, and causes of action (collectively, "Loss") which may be imposed upon or asserted against City, its officials, or employees where such Loss is caused or incurred, or alleged to be caused or incurred, in whole or in part as a result of the negligence or other actionable fault of Contractor, employees, subcontractors, or affiliates. This indemnity shall apply notwithstanding the joint, concurrent, contributory, or comparative fault or negligence of the City or any third party. Nothing in this section shall be deemed to impose liability of Contractor to indemnify City when the City's negligence or other actionable fault is the sole cause of Loss.

Contractor further agrees to defend, indemnify and hold harmless the City, its officials, agents, and employees against all claims, liens, demands, or suits which may be asserted by any subcontractor, supplier, agent, or employee of Contractor relating to the work pursuant to this Contract.



In the event full indemnity pursuant to this section is unenforceable under any law, Contract and City shall bear any Loss in proportion to their respective fault.

- III. GENERAL. The Contractor shall provide trained, qualified, experienced, dependable workers and helpers who are under a qualified supervisor and the materials, supplies, and equipment necessary to perform in a safe, efficient and satisfactory manner.

IV. SCOPE OF WORK.

The contractor shall furnish all necessary supervision, labor, tools, equipment and materials needed to provide solid waste collection service to the City. This service shall consist of supplying two four (4) yard waste containers on site to the City and removing and hauling away all waste from the containers at intervals specified by the City. The containers shall remain the property of the Contractor. Charges listed on attached Exhibit "A" include rental of the compactor and associated equipment to the City between waste collections and the per haul or per collection charge to the City which shall apply each time waste is collected emptying the containers and hauled away. Service is to be provided in or at the following City owned and/or operated buildings or facilities:

St. Louis Gateway Transportation Center, 430 S. 15<sup>th</sup> Street, St. Louis, Missouri 63103

The City may delete service locations and/or reduce collection frequencies during the contract term by advising the contractor of such deletion(s) and/or reduction(s). Locations may be added by the mutual agreement of both parties at similar rates as those indicated on attached Exhibit "A".

All services shall be scheduled in advance with the City Representative.

No further charges shall apply beyond the Contract expiration or termination date. Partial month rental at the beginning and/or the end of the Contract shall be billed to the City on a pro-rate basis. Final waste collection shall occur on the Contract expiration or termination day such that compactor, associated equipment and all property owned by Contractor is removed from the premises at no additional cost to the City.

- V. HOURS OF WORK. This Contract shall provide for work preferably during the hours from 8:00 a.m. to 5:00 p.m. Monday thru Saturday. It is the intent of the City that work shall be accomplished during those hours.

It is understood and agreed that all work required hereunder is to be performed during the preferred working hours specified above. If the Contractor elects to perform any of the work required hereunder outside the preferred hours, any added cost shall be at the expense of the Contractor.

- VI. The Contractor shall submit an invoice following each calendar month in which service was completed as requested and/or approved by the City. Invoices are due to the City by the 5th of each calendar month for the work performed the preceding calendar month. Invoices received

late will not be processed until the following monthly billing cycle. Any invoice not with the correct documentation will be returned for proper submission on the following billing cycle. Each invoice shall itemize each facility serviced and the associated cost in accordance with attached Exhibit "A", which is incorporated by reference as if fully set forth herein, including the date(s) work was performed. No charges of any kind shall apply other than those specified on attached Exhibit "A". Invoices must not contain any terms, provisions, or conditions, which are in addition to or in conflict with the Contract Documents. Further, all purchases and charges pursuant to this Contract are tax exempt. Therefore, no tax is to be passed through or billed to the City or included within fixed lump sum charges in any manner, whatsoever.

- VII. The Contractor is responsible, unless specifically noted otherwise, for securing all necessary permits and paying all associated fees.
- VIII. In addition to this Contract, the Contract Documents which are incorporated by reference as if fully set forth herein shall include the entire bid package for this Contract including, without limitation, the Information for Bidders, the Bid Documents with associated forms and attachments, any Addenda issued thereto, and the entire bid with associated forms and attachments submitted by Contractor.
- IX. This Contractor shall not be permitted to produce or make material substitutions unless pre-approved by the City and as allowed by the Contract Documents. Substitutions will not be considered unless the substitution has some economic or schedule benefit in writing.
- X. The Contractor shall be responsible for, and shall provide any and all means of hoisting as required for the execution of the work pursuant to this Contract.
- XI. The Contractor shall clean up the work area(s) on daily basis (including broom sweeping) so as all parties can benefit from a neat, clean, safe work place. The Contractor shall provide means to properly dispose of material off-site.
- XII. All work must be safety executed in strict compliance with City's safety policies, as well as all OSHA, VOSHA, etc., rules and regulations. This Contractor shall conduct their own safety program with regular inspections and provide the City with copies of same. Likewise, the City will conduct regular and random safety inspections of the Contractor's work as it deems appropriate. Should the Contractor be in violation of any requirement, he will be issued a safety violation.
- XXIII. The Contractor must be licensed to do business in the City of St. Louis and be current on all City taxes.
- XXIV. AUDIT. The City or its authorized or designated representative reserves the right to audit the books and records of Contractor and all payees (it is agreed and understood that payees shall include any and all parties to whom Contractor tenders payment, has tendered payment, or agrees or is required to tender payment in order to fulfill the requirements set forth in the Contract Documents herein) for the purpose of evaluation and verification of Contract's compliance with the terms, covenants, conditions, and requirements of the Contract Documents. If as a result of such audit(s), it is established that the Contractor has overcharged the City, in any manner



whatsoever, the Contractor shall reimburse the City such overcharges not later than thirty (30) days following completion of said audit and receipt of written notice from the City Representative. Should such overcharge(s), as determined by the audit, exceed of one-half of one percent (0.5%) of total billings for the preceding three hundred sixty-five (365) day period prior to commencement of such audit, the cost of the audit shall be borne by the Contractor. The City or its authorized or designated representative may conduct such audits or inspections throughout the term of this Contract and for a period of three years following the City's tendering of final payment to Contractor or longer if required by law. Contractor agrees to retain all books and records as set forth herein at least through said three year or longer period. It is further agreed that this Section shall survive the expiration or early termination of this Contract.

XXV. TERMINATION. If Contractor should be judged as bankrupt, or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of Contractor's insolvency, or if Contractor should persistently or repeatedly refuse or fail to supply enough properly skilled workers or proper materials or if Contractor should fail to make prompt payment to its employees or to its subcontractors or persistently disregard instructions of the City of St. Louis or fail to observe or perform the provisions of the Contract, or otherwise be guilty of a substantial violation of any provision of the contract, then the City of St. Louis may, by at least five (5) days prior written notice to the Contractor, without prejudice to any other rights or remedies of the City of St. Louis, terminate this agreement. In such event, the City of St. Louis may take over and prosecute the work to completion, by contract or otherwise, and the Contractor shall be liable to the City of St. Louis for any excess cost occasioned the City of St. Louis thereby; and in any such case the City of St. Louis may take possession of and utilize in completing the work such materials, and equipment as may be on site of the work and necessary thereof. The foregoing provisions are in addition to, and not in limitation of the rights of the City of St. Louis of the City of St. Louis under any other provisions of the contract.

XXVI. PAYMENTS AND NOTICES.

PAYMENTS. The Contractor shall submit all itemized bills and invoices in detail in accordance with Section VI hereinabove. Invoices not in accordance with the requirements of Section VI will not be processed for payment. Invoices must be submitted in a format acceptable to the City. All invoices / requests for payment must be directed to:

City of St. Louis  
St. Louis Gateway Transportation Center  
Attn: Robin Jones  
430 S. 15<sup>th</sup> Street  
St. Louis, Missouri 63103

All payments under this Contract are subject to the City's Charter, ordinance authority, and fiscal appropriation.

NOTICES. All correspondence between the Contractor and the City should be directed to:

For the City:

City of St. Louis  
St. Louis Gateway Transportation Center

Attn: Robin Jones  
430 S. 15<sup>th</sup> Street  
St. Louis, Missouri 63103

For the Contractor: Patrick O'Bannon  
Waste Management of Missouri, Inc.  
700 E. Butterfield Rd - 4<sup>th</sup> Floor  
Lombard, IL 60148

- XXXIV. **PREVAILING WAGE AND FRINGE BENEFITS.** The Contractor shall pay to all employees and subcontractor's employees not less than the prevailing hourly rate of wages and fringe benefits as determined by the United States Secretary of Labor, or his authorized representative, in accordance with prevailing rates in the locality of the metropolitan St. Louis area pursuant to 41 U.S.C. et seq., as amended except for any person engaged in an executive, administrative, or professional capacity. This section is further in accordance with and is subject to City of St. Louis Ordinance No. 62124.
- XXXV. Pursuant to the Missouri Excessive Unemployment Law, only Missouri laborers and laborers from nonrestrictive states are allowed by law to be employed on Missouri's public works projects when the unemployment rate exceeds 5% for two consecutive months. (See Sections 290.550 through 290.580 RSMo.) For questions regarding this law call (573) 751-3403 Extension 0.
- The law applies to workers, not the contracting company. Iowa and Illinois are restrictive states.
- In compliance with this law, the Contractor shall ensure that all workers employed by Contractor or any subcontractor that are assigned to do work pursuant to this contract are Missouri residents or residents of a nonrestrictive state when the unemployment rate for Missouri exceeds 5% for two consecutive months.
- XXXVI. The Contractor shall comply with all federal, state, and local laws, codes, regulations, the City's Charter and ordinances, as well as rules and regulations established by the City of St. Louis.
- XXXVII. It is understood and agreed by and between the City and Contractor that this Contract shall be deemed and constructed to be entered into and to be performed in the City of St. Louis, State of Missouri, and it is further understood and agreed by and between the parties hereto that the laws of the State of Missouri, and the City's Charter and Ordinances as they may be amended from time to time shall govern the rights, obligations, duties, and liabilities of the parties to this Contract and also govern the interpretation of this Contract.
- XXXVIII. This is the entire Contract and no amendment or modification shall be made unless in writing and duly executed by the parties hereto.
- XXXIX. Neither City nor Contractor shall be deemed in violation of this Contract if it is prevented from performing any of the obligations hereunder by reason of strikes, boycotts, labor disputes, embargoes, shortage of material, acts of God, acts of the public enemy, act of superior governmental authority, weather conditions, riots, rebellion or sabotage, or any other circumstances for which it is not responsible and for which are not within its control.

- XL. The City and the Contractor hereby agree that all of the terms, covenants, conditions, and requirements set forth herein and/or incorporated herein shall be binding upon the parties hereto and their successors and assigns, but the Contractor shall not assign this Contract or any payment becoming due thereunder without the prior written consent of the President of the City of St. Louis. The original document of such assignment shall be filed with the Comptroller of the City of St. Louis.

*<remainder of page left intentionally blank>*

**EXHIBIT "A"**

**CITY OF ST. LOUIS  
CITY OF ST. LOUIS**

**SOLID WASTE COLLECTION AND DISPOSAL SERVICE**

Rates for Solid Waste Collection and Disposal service are as follows:

**Service Location:**

St. Louis Gateway Transportation Center, 430 S. 15<sup>th</sup> Street, St. Louis, Missouri 63103

Monthly Rental Charge for two four cubic yard container including six collections per week occurring Monday through Saturday which completely empty the container:

\$340.00 per Month

Above Rates and charges are fixed lump sum amounts and hereby include all salary related expenses, including, without limitation, travel and fuel costs/reimbursement, all general and administrative overhead, and profit. No other mark-ups or surcharges shall apply to these rates. Further, no other fees or charges not shown on this page shall apply for service as set forth in the Contract Documents (i.e. no fuel surcharges shall apply, no inactivity charges shall apply should service be suspended, no charges shall apply if the contractor arrives and departs the facility without emptying the container.)

EXHIBIT \_\_\_\_\_

STATE OF Illinois )  
 )SS.  
COUNTY OF DuPage )

AFFIDAVIT

Before me, the undersigned Notary Public, personally appeared  
Pat Bannon (Name) who, by me being duly sworn, deposed as follows:

My name is Pat Bannon (Name), I am of sound mind, capable of making this Affidavit, and personally acquainted with the facts herein stated:

I am the Account Manager (Position/Title) of Waste Management of Missouri, INC (Contractor)

I have the legal authority to make the following assertions:

1. Waste Management of Missouri, INC (Contractor) is currently enrolled in and actively participates in a federal work authorization program with respect to the employees working in connection with this Agreement, as required pursuant to Sections 285.525 through 285.555 of the Revised Statutes of Missouri 2000, as amended.
2. Pursuant to Sections 285.525 through 285.555 of the Revised Statutes of Missouri 2000, as amended, Waste Management of Missouri, INC (Contractor) does not knowingly employ any person who is an unauthorized alien in connection with this Agreement.

Pat Bannon  
Affiant

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this 25<sup>th</sup> day of June, 2015.

Rebecca A. Lelings  
Notary Public

My Commission Expires: November 7, 2018

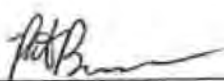




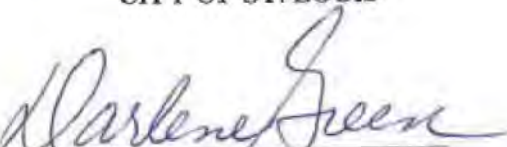
This agreement shall be governed by and construed in accordance with the laws of the State of Missouri.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first written above.

WASTE MANAGEMENT  
OF MISSOURI

By:   
Patrick Bannon


CITY OF ST. LOUIS

By:   
Darlene Green, Comptroller

Attest:

 - DEPUTY REGISTER  
Carrie L. May, City Register

Approved as to legal form:

By:   
Winston Calvert  
City Counselor

COMPTROLLER'S OFFICE  
DOCUMENT NUMBER 68773

Approved: 6-17-15  
BOARD OF ESTIMATE AND APPOINTMENT  
  
SECRETARY



**To:** Dena Rossi[drossi1@wm.com]; Rossi, Dena[drossi1@wm.com]  
**From:** Garavaglia, James[garavagliaj@stlouis-mo.gov]  
**Sent:** Mon 11/6/2017 8:46:46 AM (UTC-06:00)  
**Subject:** [EXTERNAL] BILLING  
[1994\\_001.pdf](#)

Hi Dena, I am reaching out to you because of a problem with our Waste Management invoice .( see attached ) I believe it should be \$350.20 instead of the amount we are being billed . I have also attached the current contract which supports what I am saying . Appreciate your assistance .....

James M. Garavaglia,  
Deputy Comptroller  
Finance and Development  
1520 Market St ~ Room 3005  
St. Louis Mo. 63103  
314-657-3410

**To:** Garavaglia, James[garavagliaj@stlouis-mo.gov]  
**From:** Rossi, Dena["/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=A4BA103F27C14C658B8BB4B2783A6953-DROSSI1"]  
**Sent:** Mon 5/22/2017 1:02:18 PM (UTC-05:00)  
**Subject:** RE: Document for your Electronic Signature from Waste Management

I can fax it over if you would like. Please provide your fax number. Thank you!

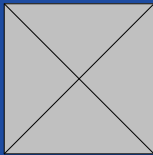
**Dena Rossi**  
Account Manager  
[drossi1@wm.com](mailto:drossi1@wm.com)  
**Waste Management**  
700 E Butterfield Rd  
4th Floor  
Lombard, IL 60148  
Inside IL Tel 800 796 9696  
Outside IL Tel 800 989 2783

**From:** Garavaglia, James [mailto:garavagliaj@stlouis-mo.gov]  
**Sent:** Monday, May 22, 2017 12:14 PM  
**To:** Rossi, Dena <drossi1@wm.com>  
**Subject:** Re: Document for your Electronic Signature from Waste Management

Dena, I can't open your document. I think my firewall is blocking it .....

James M. Garavaglia,  
Deputy Comptroller  
Finance and Development  
1520 Market St ~ Room 3005  
St. Louis Mo. 63103  
314-657-3410

On Mon, May 22, 2017 at 9:25 AM, Dena Rossi <[drossi1@wm.com](mailto:drossi1@wm.com)> wrote:



Dena Rossi sent you a document to review and sign.

**REVIEW DOCUMENT**

**Dena Rossi**  
[drossi1@wm.com](mailto:drossi1@wm.com)

PRIVATE MESSAGE

Dear Jim Garavaglia. Dena Rossi from Waste Management has sent you this Agreement. Please review and sign this Document.

Hello Jim,

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Thank you,  
Dena Rossi  
Account Manager

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Thank You  
Waste Management

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**To:** Garavaglia, James[garavagliaj@stlouis-mo.gov]  
**From:** Rossi, Dena["/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=A4BA103F27C14C658B8BB4B2783A6953-DROSSI1"]  
**Sent:** Mon 5/22/2017 1:54:37 PM (UTC-05:00)  
**Subject:** RE: Document for your Electronic Signature from Waste Management

Hi James,  
I just faxed the agreement to you. Thank you!

**Dena Rossi**

Account Manager

[drossi1@wm.com](mailto:drossi1@wm.com)

**Waste Management**

700 E Butterfield Rd

4th Floor

Lombard, IL 60148

Inside IL Tel 800 796 9696

Outside IL Tel 800 989 2783

**From:** Garavaglia, James [mailto:garavagliaj@stlouis-mo.gov]

**Sent:** Monday, May 22, 2017 1:32 PM

**To:** Rossi, Dena <drossi1@wm.com>

**Subject:** Re: Document for your Electronic Signature from Waste Management

Ok, its' 314-588-0550 thanks

James M. Garavaglia,  
Deputy Comptroller  
Finance and Development  
1520 Market St ~ Room 3005  
St. Louis Mo. 63103  
314-657-3410

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Inside IL Tel [800 796 9696](tel:8007969696)

Outside IL Tel [800 989 2783](tel:8009892783)

**From:** Garavaglia, James [mailto:[garavagliaj@stlouis-mo.gov](mailto:garavagliaj@stlouis-mo.gov)]

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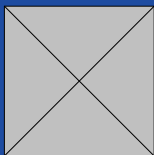
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**SJ Exhibit 18-144**

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**Sent:** Thur 5/25/2017 8:18:45 AM (UTC-05:00)  
**Subject:** RE: Reminder: Document for your Electronic Signature from Waste Management

Thank you, I received it and have submitted it for processing. The new pricing will start June 1<sup>st</sup>.

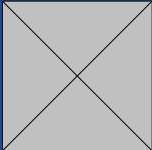
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**Waste Management**  
700 E Butterfield Rd  
4th Floor  
Lombard, IL 60148  
Inside IL Tel 800 796 9696  
Outside IL Tel 800 989 2783

---

**From:** Jim Garavaglia [mailto:garavagliaj@stlouis-mo.gov]  
**Sent:** Thursday, May 25, 2017 6:19 AM  
**To:** Rossi, Dena <drossi1@wm.com>  
**Subject:** Re: Reminder: Document for your Electronic Signature from Waste Management

Dena , sent signed doc via fax earlier this week . Thank you !

Sent from my iPhone  
On May 25, 2017, at 3:40 AM, Dena Rossi <[drossi1@wm.com](mailto:drossi1@wm.com)> wrote:



Dena Rossi sent you a document to review and sign.

REVIEW  
DOCUMENT

**Dena Rossi**  
[drossi1@wm.com](mailto:drossi1@wm.com)

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Waste Management of Missouri, Inc.  
700 E Butlerfield Rd 4th FL  
Lombard, IL, 60148-8006  
(800) 796-8888

WM Agreement #  
Customer Acct #  
Acct. Name  
Salesperson  
Effective Date  
Last API Date

S0008787019  
100-186123  
ST LOUIS GATEWAY  
TRANSPRTN CTR  
Dena Rossi  
8/1/2017  
06/22/2012

## Service Agreement Non-Hazardous Waste Service Summary

### Service Information

Name **ST LOUIS GATEWAY  
TRANSPRTN CTR** Contact **ROBIN S JONES**  
Address **430 S 15TH ST** Telephone # **3148121430**  
City/State/Zip **SAINT LOUIS, MO  
63103-2807** Fax #  
County/Parish **SAINT LOUIS CITY** Email **jonesr@stlouis-city.com**

### Customer Comments:

### Service Description & Recurring Rates

Quantity	Equipment	Material/Stream	Frequency	Base Rate
2	4 Yard PCL	MSW Commercial	6x Per Week	\$ 340.00
				Fuel & Environmental/ROR \$ 0.00

Current rate for Extra Pickup (per Lift): \$ 180.00

Customer's Waste Materials not to exceed an average weight of lbs/yard.  
Initial One Time Service Charges\*

#### As Needed Services\*

The above listed Charges are for recurring services only. Charges for all additional services will be at current rates at the time of service. These include but are not limited to: extra pickups, container removal, overages and contamination. Contact Waste Management for a full list of such additional services and current prices.

\*Fuel Surcharge, Environmental Charge, and Regulatory Cost Recovery ("RCR") Charge apply to all other Charges whether or not listed on this summary; any amounts shown above are estimated, and actual amounts will be calculated at the time of invoicing based on a percentage of the Charges. Information about these charges can be found at [www.wm.com/811help](http://www.wm.com/811help). State & Local taxes, and/or fees and a Recycle Material Offset, if applicable, will also be added to the Charges. An Administrative Charge per invoice will be assessed and can be removed by enrolling in paperless statements and automated payments.

Contract Term for monthly rate services is for 3 year(s) from the Effective Date ('Initial Term') and it shall automatically renew thereafter for additional terms of 36 months ('Renewal Term') unless terminated as set forth herein.

The individual signing this agreement on behalf of customer acknowledges that he/she has read and accepts the terms and conditions of this agreement which accompany this service summary sheet and that he/she has the authority to sign on behalf of the customer.

*James M. Garavaglia*  
Customer Signature

JAMES M. GARAVAGLIA  
Printed Name

DEPUTY COMPTROLLER  
Title

5-22-17  
Date

*Dena Rossi*  
Company Waste Management of Missouri, Inc.

Dena Rossi  
Printed Name

Waste Management Sales Rep.  
Title

5/25/17  
Date

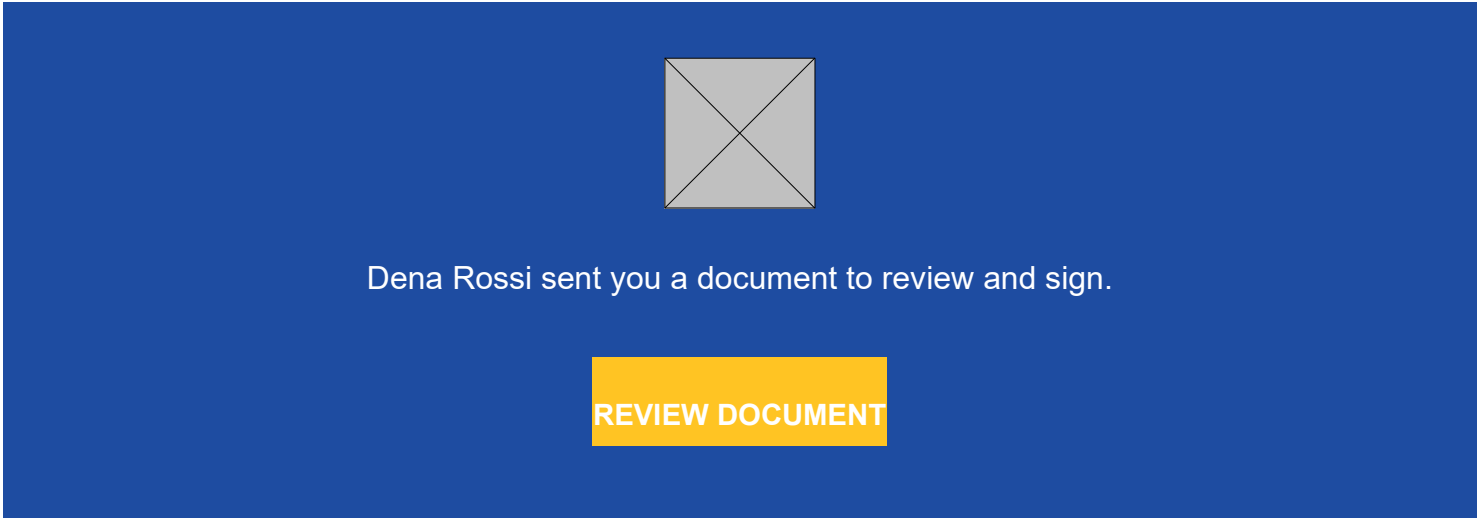
Terms and Conditions on following page(s)

**To:** Dena Rossi[drossi1@wm.com]; Rossi, Dena[drossi1@wm.com]  
**From:** Garavaglia, James[garavagliaj@stlouis-mo.gov]  
**Sent:** Mon 5/22/2017 12:13:53 PM (UTC-05:00)  
**Subject:** Re: Document for your Electronic Signature from Waste Management

Dena, I can't open your document. I think my firewall is blocking it .....

James M. Garavaglia,  
Deputy Comptroller  
Finance and Development  
1520 Market St ~ Room 3005  
St. Louis Mo. 63103  
314-657-3410

On Mon, May 22, 2017 at 9:25 AM, Dena Rossi <[drossi1@wm.com](mailto:drossi1@wm.com)> wrote:



**Dena Rossi**  
[drossi1@wm.com](mailto:drossi1@wm.com)

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Inside IL Tel [800 796 9696](tel:8007969696)

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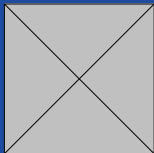
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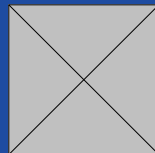
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Thank You  
Waste Management

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This message was sent to you by Dena Rossi who is using the DocuSign Electronic Signature Service. If you would rather not receive email from this sender you may contact the sender with your request.

**To:** Rossi, Dena[drossi1@wm.com]  
**From:** Garavaglia, James[garavagliaj@stlouis-mo.gov]  
**Sent:** Thur 5/25/2017 9:25:05 AM (UTC-05:00)  
**Subject:** Re: Reminder: Document for your Electronic Signature from Waste Management

Ok, great . thanks

James M. Garavaglia,  
Deputy Comptroller  
Finance and Development  
1520 Market St ~ Room 3005  
St. Louis Mo. 63103  
314-657-3410

On Thu, May 25, 2017 at 8:18 AM, Rossi, Dena <[drossi1@wm.com](mailto:drossi1@wm.com)> wrote:

Thank you, I received it and have submitted it for processing. The new pricing will start June 1<sup>st</sup>.

**Dena Rossi**

Account Manager

[drossi1@wm.com](mailto:drossi1@wm.com)

**Waste Management**  
700 E Butterfield Rd

4th Floor

Lombard, IL 60148

Inside IL Tel [800 796 9696](tel:8007969696)

Outside IL Tel [800 989 2783](tel:8009892783)

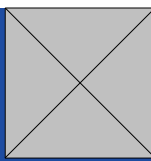
---

**From:** Jim Garavaglia [mailto:[garavagliaj@stlouis-mo.gov](mailto:garavagliaj@stlouis-mo.gov)]  
**Sent:** Thursday, May 25, 2017 6:19 AM  
**To:** Rossi, Dena <[drossi1@wm.com](mailto:drossi1@wm.com)>  
**Subject:** Re: Reminder: Document for your Electronic Signature from Waste Management

Dena , sent signed doc via fax earlier this week . Thank you !

Sent from my iPhone

On May 25, 2017, at 3:40 AM, Dena Rossi <[drossi1@wm.com](mailto:drossi1@wm.com)> wrote:



Dena Rossi sent you a document to review and sign.

**REVIEW  
DOCUMENT**

**Dena Rossi**  
[drossi1@wm.com](mailto:drossi1@wm.com)

---

PRIVATE MESSAGE

---

Dear Jim Garavaglia. Dena Rossi from Waste Management has sent you this Agreement. Please review and sign this Document.

---

Hello Jim,  
Attached is the corrected Service Agreement. I removed the fees from the agreement, so it reflects that they are negotiated at no charge in our system. You can sign the agreement via DocuSign and return it to me. If you have any questions I can be reached at [drossi1@wm.com](mailto:drossi1@wm.com)

Thank you,  
Dena Rossi  
Account Manager

Thank you for utilizing Waste Management as your waste removal provider. We value your business and always want our service to reflect that fact. To update your account and ensure that you continue to receive the industry's finest waste and/or recycling services, we would appreciate your signing and returning to us the attached new Service Agreement ( ~~Agreement~~ ). This document will replace any current Agreement that may be in place on your account with a new Agreement term that begins on the Effective Date listed on the document.

Please review the attached Agreement, including the terms and conditions, and call us with any questions or concerns. If all is satisfactory, please sign the Service Agreement electronically by following the link below. Once returned, this new Agreement will replace any current Agreement with a new term that begins as of the Effective Date. Please note: Any current, valid Agreement in place will remain in effect until the return of this new Agreement with your electronic signature.

If you choose not to send back this new Agreement the Term of any current Agreement that may be in place for your account will remain in full force and effect until properly terminated as provided in the Terms and Conditions. Feel free to contact me if you have any questions.

Thank You  
Waste Management

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## CONTRACT FOR SOLID WASTE COLLECTION AND DISPOSAL SERVICE

This Contract (hereinafter "Contract") is entered into this 1<sup>ST</sup> Day of July, 2015, by and between the City of St. Louis and Waste Management of Missouri, Inc. (hereinafter "Contractor") for Waste Collection and Disposal at the City owned St. Louis Gateway Transportation Center.

- I. TERM. The term of this Contract shall commence on July 1, 2015, and terminate on June 30, 2017, except the City has the right to terminate this Contract, with or without cause, and without penalty, damages, or loss of revenue of Contractor upon thirty (30) days written notice to Contractor. However, should all building tenants vacate or should the City relinquish ownership of all facilities and buildings remaining on this Contract, the City may terminate this Contract upon five (5) days written notice to Contractor.

This Contract shall also be terminated in accordance with the provisions of Section XXXII. hereinafter.

The City reserves the right to extend this contract for three (3) additional one-year periods for a maximum contract term not to exceed five (5) years total. In the event such extension(s) is (are) implemented by the City, the applicable rates set forth in the attached Exhibit "A" shall be subject to adjustment annually to recognize mutually agreed upon changes in costs, but said adjustment shall not result in a rate increase exceeding (3%) per year. Rate adjustment(s) shall apply only to extensions(s) of the Contract and shall not apply to the initial contract term (as stated above) even if for a period exceeding one year. Annual rate adjustment is not mandatory and the Contract may be extended without increasing rates with the consent of the Contractor.

## II. INSURANCE AND INDEMNIFICATION:

### A. INSURANCE.

The Contractor shall take out and maintain during the life of this Contract adequate Commercial General Liability Insurance in the amounts specified to protect the City of St. Louis, the Contractor, and any subcontractor performing work covered by this Contract from all claims for damages for personal injury including accidental death as well as from claims for property damages which may arise from operations under this Contract whether such operation be by himself, or by a subcontractor, or by anyone directly or indirectly employed by either of them. The City of St. Louis shall be named as additional insured. The Contractor shall take out and maintain adequate Auto Liability Insurance in the amounts specified for its owned, non-owned, and hired vehicles of every type and description which are used in the contract work. The Contractor shall carry Worker's Compensation Insurance on all contracts whereunder such coverage is required and in the amount specified. The Contractor shall furnish the City of St. Louis with Certificates of Insurance showing such coverages. Upon request, the Contractor shall promptly furnish the City with a complete copy of these policies.

Insurance afforded by the Contractor shall be primary insurance and non-contributory.



Certificates attesting to the coverage as called for in this contract, and naming the City of St. Louis as additional insured, shall be filed with the City of St. Louis, St. Louis Gateway Transportation Center, 430 S. 15<sup>th</sup> Street, St. Louis, Missouri 63103, to the attention of the Operations Supervisor prior to the commencement of services.

The following insurance coverage is required by this Contract:

**Worker's Compensation Insurance in the amount as required by the Statutes of the State of Missouri, Commercial General Liability Insurance, and Automobile Liability Insurance the limits of which shall not be less than the following:**

1. Commercial General Liability:

Bodily Injury & Property Damage	
Each Occurrence	\$1,000,000.00
General Aggregate	\$2,000,000.00

2. Automobile Liability:

Bodily Injury & Property Damage	
Combined Single Limit	
(each accident)	\$1,000,000.00

The minimum limits as set forth above shall not be construed to limit the liability of the contractor. In addition, all certificates shall contain the statement: "The insurance covered by this certificate will not be canceled or altered except after thirty days' written notice sent by Certified Mail, return receipt requested, has been received by the City. "

Any insurance provider issuing said certificate of insurance must be authorized to transact business in the State of Missouri.

B. INDEMNIFICATION.

The Contractor shall defend, indemnify, and hold harmless the City, its officials, and employees, from any and all loss, damages, costs, expenses, claims, and causes of action (collectively, "Loss") which may be imposed upon or asserted against City, its officials, or employees where such Loss is caused or incurred, or alleged to be caused or incurred, in whole or in part as a result of the negligence or other actionable fault of Contractor, employees, subcontractors, or affiliates. This indemnity shall apply notwithstanding the joint, concurrent, contributory, or comparative fault or negligence of the City or any third party. Nothing in this section shall be deemed to impose liability of Contractor to indemnify City when the City's negligence or other actionable fault is the sole cause of Loss.

Contractor further agrees to defend, indemnify and hold harmless the City, its officials, agents, and employees against all claims, liens, demands, or suits which may be asserted by any subcontractor, supplier, agent, or employee of Contractor relating to the work pursuant to this Contract.

In the event full indemnity pursuant to this section is unenforceable under any law, Contract and City shall bear any Loss in proportion to their respective fault.

- III. GENERAL. The Contractor shall provide trained, qualified, experienced, dependable workers and helpers who are under a qualified supervisor and the materials, supplies, and equipment necessary to perform in a safe, efficient and satisfactory manner.

IV. SCOPE OF WORK.

The contractor shall furnish all necessary supervision, labor, tools, equipment and materials needed to provide solid waste collection service to the City. This service shall consist of supplying two four (4) yard waste containers on site to the City and removing and hauling away all waste from the containers at intervals specified by the City. The containers shall remain the property of the Contractor. Charges listed on attached Exhibit "A" include rental of the compactor and associated equipment to the City between waste collections and the per haul or per collection charge to the City which shall apply each time waste is collected emptying the containers and hauled away. Service is to be provided in or at the following City owned and/or operated buildings or facilities:

St. Louis Gateway Transportation Center, 430 S. 15<sup>th</sup> Street, St. Louis, Missouri 63103

The City may delete service locations and/or reduce collection frequencies during the contract term by advising the contractor of such deletion(s) and/or reduction(s). Locations may be added by the mutual agreement of both parties at similar rates as those indicated on attached Exhibit "A".

All services shall be scheduled in advance with the City Representative.

No further charges shall apply beyond the Contract expiration or termination date. Partial month rental at the beginning and/or the end of the Contract shall be billed to the City on a pro-rate basis. Final waste collection shall occur on the Contract expiration or termination day such that compactor, associated equipment and all property owned by Contractor is removed from the premises at no additional cost to the City.

- V. HOURS OF WORK. This Contract shall provide for work preferably during the hours from 8:00 a.m. to 5:00 p.m. Monday thru Saturday. It is the intent of the City that work shall be accomplished during those hours.

It is understood and agreed that all work required hereunder is to be performed during the preferred working hours specified above. If the Contractor elects to perform any of the work required hereunder outside the preferred hours, any added cost shall be at the expense of the Contractor.

- VI. The Contractor shall submit an invoice following each calendar month in which service was completed as requested and/or approved by the City. Invoices are due to the City by the 5th of each calendar month for the work performed the preceding calendar month. Invoices received

late will not be processed until the following monthly billing cycle. Any invoice not with the correct documentation will be returned for proper submission on the following billing cycle. Each invoice shall itemize each facility serviced and the associated cost in accordance with attached Exhibit "A", which is incorporated by reference as if fully set forth herein, including the date(s) work was performed. No charges of any kind shall apply other than those specified on attached Exhibit "A". Invoices must not contain any terms, provisions, or conditions, which are in addition to or in conflict with the Contract Documents. Further, all purchases and charges pursuant to this Contract are tax exempt. Therefore, no tax is to be passed through or billed to the City or included within fixed lump sum charges in any manner, whatsoever.

- VII. The Contractor is responsible, unless specifically noted otherwise, for securing all necessary permits and paying all associated fees.
- VIII. In addition to this Contract, the Contract Documents which are incorporated by reference as if fully set forth herein shall include the entire bid package for this Contract including, without limitation, the Information for Bidders, the Bid Documents with associated forms and attachments, any Addenda issued thereto, and the entire bid with associated forms and attachments submitted by Contractor.
- IX. This Contractor shall not be permitted to produce or make material substitutions unless pre-approved by the City and as allowed by the Contract Documents. Substitutions will not be considered unless the substitution has some economic or schedule benefit in writing.
- X. The Contractor shall be responsible for, and shall provide any and all means of hoisting as required for the execution of the work pursuant to this Contract.
- XI. The Contractor shall clean up the work area(s) on daily basis (including broom sweeping) so as all parties can benefit from a neat, clean, safe work place. The Contractor shall provide means to properly dispose of material off-site.
- XII. All work must be safety executed in strict compliance with City's safety policies, as well as all OSHA, VOSHA, etc., rules and regulations. This Contractor shall conduct their own safety program with regular inspections and provide the City with copies of same. Likewise, the City will conduct regular and random safety inspections of the Contractor's work as it deems appropriate. Should the Contractor be in violation of any requirement, he will be issued a safety violation.
- XXIII. The Contractor must be licensed to do business in the City of St. Louis and be current on all City taxes.
- XXIV. AUDIT. The City or its authorized or designated representative reserves the right to audit the books and records of Contractor and all payees (it is agreed and understood that payees shall include any and all parties to whom Contractor tenders payment, has tendered payment, or agrees or is required to tender payment in order to fulfill the requirements set forth in the Contract Documents herein) for the purpose of evaluation and verification of Contractor's compliance with the terms, covenants, conditions, and requirements of the Contract Documents. If as a result of such audit(s), it is established that the Contractor has overcharged the City, in any manner

whatsoever, the Contractor shall reimburse the City such overcharges not later than thirty (30) days following completion of said audit and receipt of written notice from the City Representative. Should such overcharge(s), as determined by the audit, exceed of one-half of one percent (0.5%) of total billings for the preceding three hundred sixty-five (365) day period prior to commencement of such audit, the cost of the audit shall be borne by the Contractor. The City or its authorized or designated representative may conduct such audits or inspections throughout the term of this Contract and for a period of three years following the City's tendering of final payment to Contractor or longer if required by law. Contractor agrees to retain all books and records as set forth herein at least through said three year or longer period. It is further agreed that this Section shall survive the expiration or early termination of this Contract.

XXV. TERMINATION. If Contractor should be judged as bankrupt, or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of Contractor's insolvency, or if Contractor should persistently or repeatedly refuse or fail to supply enough properly skilled workers or proper materials or if Contractor should fail to make prompt payment to its employees or to its subcontractors or persistently disregard instructions of the City of St. Louis or fail to observe or perform the provisions of the Contract, or otherwise be guilty of a substantial violation of any provision of the contract, then the City of St. Louis may, by at least five (5) days prior written notice to the Contractor, without prejudice to any other rights or remedies of the City of St. Louis, terminate this agreement. In such event, the City of St. Louis may take over and prosecute the work to completion, by contract or otherwise, and the Contractor shall be liable to the City of St. Louis for any excess cost occasioned the City of St. Louis thereby; and in any such case the City of St. Louis may take possession of and utilize in completing the work such materials, and equipment as may be on site of the work and necessary thereof. The foregoing provisions are in addition to, and not in limitation of the rights of the City of St. Louis of the City of St. Louis under any other provisions of the contract.

XXVI. PAYMENTS AND NOTICES.

PAYMENTS. The Contractor shall submit all itemized bills and invoices in detail in accordance with Section VI hereinabove. Invoices not in accordance with the requirements of Section VI will not be processed for payment. Invoices must be submitted in a format acceptable to the City. All invoices / requests for payment must be directed to:

City of St. Louis  
St. Louis Gateway Transportation Center  
Attn: Robin Jones  
430 S. 15<sup>th</sup> Street  
St. Louis, Missouri 63103

All payments under this Contract are subject to the City's Charter, ordinance authority, and fiscal appropriation.

NOTICES. All correspondence between the Contractor and the City should be directed to:

For the City:

City of St. Louis  
St. Louis Gateway Transportation Center

Attn: Robin Jones  
430 S. 15<sup>th</sup> Street  
St. Louis, Missouri 63103

For the Contractor: Patrick Bannon  
Waste Management of Missouri, Inc.  
700 E. Butterfield Rd – 4<sup>th</sup> Floor  
Lombard, IL 60148

XXXIV. PREVAILING WAGE AND FRINGE BENEFITS. The Contractor shall pay to all employees and subcontractor's employees not less than the prevailing hourly rate of wages and fringe benefits as determined by the United States Secretary of Labor, or his authorized representative, in accordance with prevailing rates in the locality of the metropolitan St. Louis area pursuant to 41 U.S.C. et seq., as amended except for any person engaged in an executive, administrative, or professional capacity. This section is further in accordance with and is subject to City of St. Louis Ordinance No. 62124.

XXXV. Pursuant to the Missouri Excessive Unemployment Law, only Missouri laborers and laborers from nonrestrictive states are allowed by law to be employed on Missouri's public works projects when the unemployment rate exceeds 5% for two consecutive months. (See Sections 290.550 through 290.580 RSMo.) For questions regarding this law call (573) 751-3403 Extension 0.

The law applies to workers, not the contracting company. Iowa and Illinois are restrictive states.

In compliance with this law, the Contractor shall ensure that all workers employed by Contractor or any subcontractor that are assigned to do work pursuant to this contract are Missouri residents or residents of a nonrestrictive state when the unemployment rate for Missouri exceeds 5% for two consecutive months.

XXXVI. The Contractor shall comply with all federal, state, and local laws, codes, regulations, the City's Charter and ordinances, as well as rules and regulations established by the City of St. Louis.

XXXVII. It is understood and agreed by and between the City and Contractor that this Contract shall be deemed and constructed to be entered into and to be performed in the City of St. Louis, State of Missouri, and it is further understood and agreed by and between the parties hereto that the laws of the State of Missouri, and the City's Charter and Ordinances as they may be amended from time to time shall govern the rights, obligations, duties, and liabilities of the parties to this Contract and also govern the interpretation of this Contract.

XXXVIII. This is the entire Contract and no amendment or modification shall be made unless in writing and duly executed by the parties hereto.

XXXIX. Neither City nor Contractor shall be deemed in violation of this Contract if it is prevented from performing any of the obligations hereunder by reason of strikes, boycotts, labor disputes, embargoes, shortage of material, acts of God, acts of the public enemy, act of superior governmental authority, weather conditions, riots, rebellion or sabotage, or any other circumstances for which it is not responsible and for which are not within its control.

- XL. The City and the Contractor hereby agree that all of the terms, covenants, conditions, and requirements set forth herein and/or incorporated herein shall be binding upon the parties hereto and their successors and assigns, but the Contractor shall not assign this Contract or any payment becoming due thereunder without the prior written consent of the President of the City of St. Louis. The original document of such assignment shall be filed with the Comptroller of the City of St. Louis.

*<remainder of page left intentionally blank>*

**EXHIBIT "A"**

**CITY OF ST. LOUIS  
CITY OF ST. LOUIS**

**SOLID WASTE COLLECTION AND DISPOSAL SERVICE**

Rates for Solid Waste Collection and Disposal service are as follows:

**Service Location:**

St. Louis Gateway Transportation Center, 430 S. 15<sup>th</sup> Street, St. Louis, Missouri 63103

Monthly Rental Charge for two four cubic yard container including six collections per week occurring Monday through Saturday which completely empty the container:

\$340.00 per Month

Above Rates and charges are fixed lump sum amounts and hereby include all salary related expenses, including, without limitation, travel and fuel costs/reimbursement, all general and administrative overhead, and profit. No other mark-ups or surcharges shall apply to these rates. Further, no other fees or charges not shown on this page shall apply for service as set forth in the Contract Documents (i.e. no fuel surcharges shall apply, no inactivity charges shall apply should service be suspended, no charges shall apply if the contractor arrives and departs the facility without emptying the container.)



EXHIBIT \_\_\_\_\_

STATE OF Illinois )  
 ) SS.  
COUNTY OF DuPage )

AFFIDAVIT

Before me, the undersigned Notary Public, personally appeared  
Pat Bannon (Name) who, by me being duly sworn, deposed as follows:

My name is Pat Bannon (Name), I am of sound mind, capable of making this Affidavit, and personally acquainted with the facts herein stated:

I am the Account Manager (Position/Title) of Waste Management of Missouri, INC (Contractor)

I have the legal authority to make the following assertions:

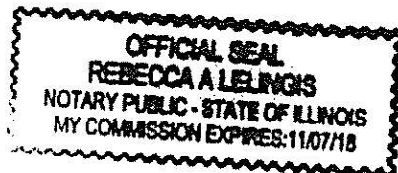
1. Waste Management of Missouri, INC (Contractor) is currently enrolled in and actively participates in a federal work authorization program with respect to the employees working in connection with this Agreement, as required pursuant to Sections 285.525 through 285.555 of the Revised Statutes of Missouri 2000, as amended.
2. Pursuant to Sections 285.525 through 285.555 of the Revised Statutes of Missouri 2000, as amended, Waste Management of Missouri, INC (Contractor) does not knowingly employ any person who is an unauthorized alien in connection with this Agreement.

Pat Bannon  
Affiant

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this 25<sup>th</sup> day of June, 2015.

Rebecca A. Lelings  
Notary Public

My Commission Expires: November 7, 2018






This agreement shall be governed by and construed in accordance with the laws of the State of Missouri.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first written above.


WASTE MANAGEMENT  
OF MISSOURI

By:   
Patrick Bannon

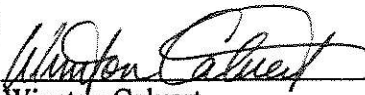
CITY OF ST. LOUIS

By:   
Darlene Green, Comptroller

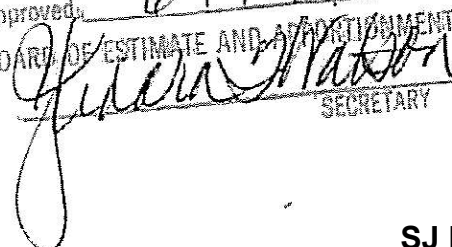
Attest:

 DEPUTY REGISTER  
Parrie L. May, City Register

Approved as to legal form:

By:   
Winston Calvert  
City Counselor

COMPTROLLER'S OFFICE  
DOCUMENT NUMBER 68773

Approved: 6-17-15  
  
BOARD OF ESTIMATE AND APPORTIONMENT  
SECRETARY

## CONTRACT FOR SOLID WASTE COLLECTION AND DISPOSAL SERVICE

This Contract (hereinafter "Contract") is entered into this 1<sup>ST</sup> Day of July, 2015, by and between the City of St. Louis and Waste Management of Missouri, Inc. (hereinafter "Contractor") for Waste Collection and Disposal at the City owned St. Louis Gateway Transportation Center.

- I. TERM. The term of this Contract shall commence on July 1, 2015, and terminate on June 30, 2017, except the City has the right to terminate this Contract, with or without cause, and without penalty, damages, or loss of revenue of Contractor upon thirty (30) days written notice to Contractor. However, should all building tenants vacate or should the City relinquish ownership of all facilities and buildings remaining on this Contract, the City may terminate this Contract upon five (5) days written notice to Contractor.

This Contract shall also be terminated in accordance with the provisions of Section XXXII. hereinafter.

The City reserves the right to extend this contract for three (3) additional one-year periods for a maximum contract term not to exceed five (5) years total. In the event such extension(s) is (are) implemented by the City, the applicable rates set forth in the attached Exhibit "A" shall be subject to adjustment annually to recognize mutually agreed upon changes in costs, but said adjustment shall not result in a rate increase exceeding (3%) per year. Rate adjustment(s) shall apply only to extensions(s) of the Contract and shall not apply to the initial contract term (as stated above) even if for a period exceeding one year. Annual rate adjustment is not mandatory and the Contract may be extended without increasing rates with the consent of the Contractor.

## II. INSURANCE AND INDEMNIFICATION:

### A. INSURANCE.

The Contractor shall take out and maintain during the life of this Contract adequate Commercial General Liability Insurance in the amounts specified to protect the City of St. Louis, the Contractor, and any subcontractor performing work covered by this Contract from all claims for damages for personal injury including accidental death as well as from claims for property damages which may arise from operations under this Contract whether such operation be by himself, or by a subcontractor, or by anyone directly or indirectly employed by either of them. The City of St. Louis shall be named as additional insured. The Contractor shall take out and maintain adequate Auto Liability Insurance in the amounts specified for its owned, non-owned, and hired vehicles of every type and description which are used in the contract work. The Contractor shall carry Worker's Compensation Insurance on all contracts whereunder such coverage is required and in the amount specified. The Contractor shall furnish the City of St. Louis with Certificates of Insurance showing such coverages. Upon request, the Contractor shall promptly furnish the City with a complete copy of these policies.

Insurance afforded by the Contractor shall be primary insurance and non-contributory.

Certificates attesting to the coverage as called for in this contract, and naming the City of St. Louis as additional insured, shall be filed with the City of St. Louis, St. Louis Gateway Transportation Center, 430 S. 15<sup>th</sup> Street, St. Louis, Missouri 63103, to the attention of the Operations Supervisor prior to the commencement of services.

The following insurance coverage is required by this Contract:

**Worker's Compensation Insurance in the amount as required by the Statutes of the State of Missouri, Commercial General Liability Insurance, and Automobile Liability Insurance the limits of which shall not be less than the following:**

1. Commercial General Liability:

Bodily Injury & Property Damage	
Each Occurrence	\$1,000,000.00
General Aggregate	\$2,000,000.00

2. Automobile Liability:

Bodily Injury & Property Damage	
Combined Single Limit	
(each accident)	\$1,000,000.00

The minimum limits as set forth above shall not be construed to limit the liability of the contractor. In addition, all certificates shall contain the statement: "The insurance covered by this certificate will not be canceled or altered except after thirty days' written notice sent by Certified Mail, return receipt requested, has been received by the City. "

Any insurance provider issuing said certificate of insurance must be authorized to transact business in the State of Missouri.

**B. INDEMNIFICATION.**

The Contractor shall defend, indemnify, and hold harmless the City, its officials, and employees, from any and all loss, damages, costs, expenses, claims, and causes of action (collectively, "Loss") which may be imposed upon or asserted against City, its officials, or employees where such Loss is caused or incurred, or alleged to be caused or incurred, in whole or in part as a result of the negligence or other actionable fault of Contractor, employees, subcontractors, or affiliates. This indemnity shall apply notwithstanding the joint, concurrent, contributory, or comparative fault or negligence of the City or any third party. Nothing in this section shall be deemed to impose liability of Contractor to indemnify City when the City's negligence or other actionable fault is the sole cause of Loss.

Contractor further agrees to defend, indemnify and hold harmless the City, its officials, agents, and employees against all claims, liens, demands, or suits which may be asserted by any subcontractor, supplier, agent, or employee of Contractor relating to the work pursuant to this Contract.

In the event full indemnity pursuant to this section is unenforceable under any law, Contract and City shall bear any Loss in proportion to their respective fault.

- III. GENERAL. The Contractor shall provide trained, qualified, experienced, dependable workers and helpers who are under a qualified supervisor and the materials, supplies, and equipment necessary to perform in a safe, efficient and satisfactory manner.

IV. SCOPE OF WORK.

The contractor shall furnish all necessary supervision, labor, tools, equipment and materials needed to provide solid waste collection service to the City. This service shall consist of supplying two four (4) yard waste containers on site to the City and removing and hauling away all waste from the containers at intervals specified by the City. The containers shall remain the property of the Contractor. Charges listed on attached Exhibit "A" include rental of the compactor and associated equipment to the City between waste collections and the per haul or per collection charge to the City which shall apply each time waste is collected emptying the containers and hauled away. Service is to be provided in or at the following City owned and/or operated buildings or facilities:

St. Louis Gateway Transportation Center, 430 S. 15<sup>th</sup> Street, St. Louis, Missouri 63103

The City may delete service locations and/or reduce collection frequencies during the contract term by advising the contractor of such deletion(s) and/or reduction(s). Locations may be added by the mutual agreement of both parties at similar rates as those indicated on attached Exhibit "A".

All services shall be scheduled in advance with the City Representative.

No further charges shall apply beyond the Contract expiration or termination date. Partial month rental at the beginning and/or the end of the Contract shall be billed to the City on a pro-rate basis. Final waste collection shall occur on the Contract expiration or termination day such that compactor, associated equipment and all property owned by Contractor is removed from the premises at no additional cost to the City.

- V. HOURS OF WORK. This Contract shall provide for work preferably during the hours from 8:00 a.m. to 5:00 p.m. Monday thru Saturday. It is the intent of the City that work shall be accomplished during those hours.

It is understood and agreed that all work required hereunder is to be performed during the preferred working hours specified above. If the Contractor elects to perform any of the work required hereunder outside the preferred hours, any added cost shall be at the expense of the Contractor.

- VI. The Contractor shall submit an invoice following each calendar month in which service was completed as requested and/or approved by the City. Invoices are due to the City by the 5th of each calendar month for the work performed the preceding calendar month. Invoices received

late will not be processed until the following monthly billing cycle. Any invoice not with the correct documentation will be returned for proper submission on the following billing cycle. Each invoice shall itemize each facility serviced and the associated cost in accordance with attached Exhibit "A", which is incorporated by reference as if fully set forth herein, including the date(s) work was performed. No charges of any kind shall apply other than those specified on attached Exhibit "A". Invoices must not contain any terms, provisions, or conditions, which are in addition to or in conflict with the Contract Documents. Further, all purchases and charges pursuant to this Contract are tax exempt. Therefore, no tax is to be passed through or billed to the City or included within fixed lump sum charges in any manner, whatsoever.

- VII. The Contractor is responsible, unless specifically noted otherwise, for securing all necessary permits and paying all associated fees.
- VIII. In addition to this Contract, the Contract Documents which are incorporated by reference as if fully set forth herein shall include the entire bid package for this Contract including, without limitation, the Information for Bidders, the Bid Documents with associated forms and attachments, any Addenda issued thereto, and the entire bid with associated forms and attachments submitted by Contractor.
- IX. This Contractor shall not be permitted to produce or make material substitutions unless pre-approved by the City and as allowed by the Contract Documents. Substitutions will not be considered unless the substitution has some economic or schedule benefit in writing.
- X. The Contractor shall be responsible for, and shall provide any and all means of hoisting as required for the execution of the work pursuant to this Contract.
- XI. The Contractor shall clean up the work area(s) on daily basis (including broom sweeping) so as all parties can benefit from a neat, clean, safe work place. The Contractor shall provide means to properly dispose of material off-site.
- XII. All work must be safety executed in strict compliance with City's safety policies, as well as all OSHA, VOSHA, etc., rules and regulations. This Contractor shall conduct their own safety program with regular inspections and provide the City with copies of same. Likewise, the City will conduct regular and random safety inspections of the Contractor's work as it deems appropriate. Should the Contractor be in violation of any requirement, he will be issued a safety violation.
- XXIII. The Contractor must be licensed to do business in the City of St. Louis and be current on all City taxes.
- XXIV. AUDIT. The City or its authorized or designated representative reserves the right to audit the books and records of Contractor and all payees (it is agreed and understood that payees shall include any and all parties to whom Contractor tenders payment, has tendered payment, or agrees or is required to tender payment in order to fulfill the requirements set forth in the Contract Documents herein) for the purpose of evaluation and verification of Contractor's compliance with the terms, covenants, conditions, and requirements of the Contract Documents. If as a result of such audit(s), it is established that the Contractor has overcharged the City, in any manner

whatsoever, the Contractor shall reimburse the City such overcharges not later than thirty (30) days following completion of said audit and receipt of written notice from the City Representative. Should such overcharge(s), as determined by the audit, exceed of one-half of one percent (0.5%) of total billings for the preceding three hundred sixty-five (365) day period prior to commencement of such audit, the cost of the audit shall be borne by the Contractor. The City or its authorized or designated representative may conduct such audits or inspections throughout the term of this Contract and for a period of three years following the City's tendering of final payment to Contractor or longer if required by law. Contractor agrees to retain all books and records as set forth herein at least through said three year or longer period. It is further agreed that this Section shall survive the expiration or early termination of this Contract.

XXV. TERMINATION. If Contractor should be judged as bankrupt, or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of Contractor's insolvency, or if Contractor should persistently or repeatedly refuse or fail to supply enough properly skilled workers or proper materials or if Contractor should fail to make prompt payment to its employees or to its subcontractors or persistently disregard instructions of the City of St. Louis or fail to observe or perform the provisions of the Contract, or otherwise be guilty of a substantial violation of any provision of the contract, then the City of St. Louis may, by at least five (5) days prior written notice to the Contractor, without prejudice to any other rights or remedies of the City of St. Louis, terminate this agreement. In such event, the City of St. Louis may take over and prosecute the work to completion, by contract or otherwise, and the Contractor shall be liable to the City of St. Louis for any excess cost occasioned the City of St. Louis thereby; and in any such case the City of St. Louis may take possession of and utilize in completing the work such materials, and equipment as may be on site of the work and necessary thereof. The foregoing provisions are in addition to, and not in limitation of the rights of the City of St. Louis of the City of St. Louis under any other provisions of the contract.

XXVI. PAYMENTS AND NOTICES.

PAYMENTS. The Contractor shall submit all itemized bills and invoices in detail in accordance with Section VI hereinabove. Invoices not in accordance with the requirements of Section VI will not be processed for payment. Invoices must be submitted in a format acceptable to the City. All invoices / requests for payment must be directed to:

City of St. Louis  
St. Louis Gateway Transportation Center  
Attn: Robin Jones  
430 S. 15<sup>th</sup> Street  
St. Louis, Missouri 63103

All payments under this Contract are subject to the City's Charter, ordinance authority, and fiscal appropriation.

NOTICES. All correspondence between the Contractor and the City should be directed to:

For the City:

City of St. Louis  
St. Louis Gateway Transportation Center



Attn: Robin Jones  
430 S. 15<sup>th</sup> Street  
St. Louis, Missouri 63103

For the Contractor: Patrick Bannon  
Waste Management of Missouri, Inc.  
700 E. Butterfield Rd – 4<sup>th</sup> Floor  
Lombard, IL 60148

XXXIV. PREVAILING WAGE AND FRINGE BENEFITS. The Contractor shall pay to all employees and subcontractor's employees not less than the prevailing hourly rate of wages and fringe benefits as determined by the United States Secretary of Labor, or his authorized representative, in accordance with prevailing rates in the locality of the metropolitan St. Louis area pursuant to 41 U.S.C. et seq., as amended except for any person engaged in an executive, administrative, or professional capacity. This section is further in accordance with and is subject to City of St. Louis Ordinance No. 62124.

XXXV. Pursuant to the Missouri Excessive Unemployment Law, only Missouri laborers and laborers from nonrestrictive states are allowed by law to be employed on Missouri's public works projects when the unemployment rate exceeds 5% for two consecutive months. (See Sections 290.550 through 290.580 RSMo.) For questions regarding this law call (573) 751-3403 Extension 0.

The law applies to workers, not the contracting company. Iowa and Illinois are restrictive states.

In compliance with this law, the Contractor shall ensure that all workers employed by Contractor or any subcontractor that are assigned to do work pursuant to this contract are Missouri residents or residents of a nonrestrictive state when the unemployment rate for Missouri exceeds 5% for two consecutive months.

XXXVI. The Contractor shall comply with all federal, state, and local laws, codes, regulations, the City's Charter and ordinances, as well as rules and regulations established by the City of St. Louis.

XXXVII. It is understood and agreed by and between the City and Contractor that this Contract shall be deemed and constructed to be entered into and to be performed in the City of St. Louis, State of Missouri, and it is further understood and agreed by and between the parties hereto that the laws of the State of Missouri, and the City's Charter and Ordinances as they may be amended from time to time shall govern the rights, obligations, duties, and liabilities of the parties to this Contract and also govern the interpretation of this Contract.

XXXVIII. This is the entire Contract and no amendment or modification shall be made unless in writing and duly executed by the parties hereto.

XXXIX. Neither City nor Contractor shall be deemed in violation of this Contract if it is prevented from performing any of the obligations hereunder by reason of strikes, boycotts, labor disputes, embargoes, shortage of material, acts of God, acts of the public enemy, act of superior governmental authority, weather conditions, riots, rebellion or sabotage, or any other circumstances for which it is not responsible and for which are not within its control.

- XL. The City and the Contractor hereby agree that all of the terms, covenants, conditions, and requirements set forth herein and/or incorporated herein shall be binding upon the parties hereto and their successors and assigns, but the Contractor shall not assign this Contract or any payment becoming due thereunder without the prior written consent of the President of the City of St. Louis. The original document of such assignment shall be filed with the Comptroller of the City of St. Louis.

*<remainder of page left intentionally blank>*



**EXHIBIT "A"**

**CITY OF ST. LOUIS  
CITY OF ST. LOUIS**

**SOLID WASTE COLLECTION AND DISPOSAL SERVICE**

Rates for Solid Waste Collection and Disposal service are as follows:

**Service Location:**

St. Louis Gateway Transportation Center, 430 S. 15<sup>th</sup> Street, St. Louis, Missouri 63103

Monthly Rental Charge for two four cubic yard container including six collections per week occurring Monday through Saturday which completely empty the container:

\$340.00 per Month

Above Rates and charges are fixed lump sum amounts and hereby include all salary related expenses, including, without limitation, travel and fuel costs/reimbursement, all general and administrative overhead, and profit. No other mark-ups or surcharges shall apply to these rates. Further, no other fees or charges not shown on this page shall apply for service as set forth in the Contract Documents (i.e. no fuel surcharges shall apply, no inactivity charges shall apply should service be suspended, no charges shall apply if the contractor arrives and departs the facility without emptying the container.)

EXHIBIT \_\_\_\_\_

STATE OF Illinois )  
 ) SS.  
COUNTY OF DuPage )

AFFIDAVIT

Before me, the undersigned Notary Public, personally appeared  
Pat Bannon (Name) who, by me being duly sworn, deposed as follows:

My name is Pat Bannon (Name), I am of sound mind, capable of making this Affidavit, and personally acquainted with the facts herein stated:

I am the Account Manager (Position/Title) of Waste Management of Missouri, INC (Contractor)

I have the legal authority to make the following assertions:

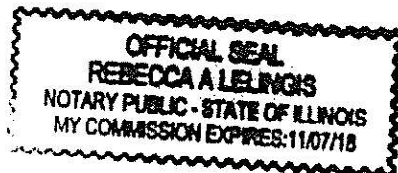
1. Waste Management of Missouri, INC (Contractor) is currently enrolled in and actively participates in a federal work authorization program with respect to the employees working in connection with this Agreement, as required pursuant to Sections 285.525 through 285.555 of the Revised Statutes of Missouri 2000, as amended.
2. Pursuant to Sections 285.525 through 285.555 of the Revised Statutes of Missouri 2000, as amended, Waste Management of Missouri, INC (Contractor) does not knowingly employ any person who is an unauthorized alien in connection with this Agreement.

Pat Bannon  
Affiant

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this 25<sup>th</sup> day of June, 2015.

Rebecca A. Lelings  
Notary Public

My Commission Expires: November 7, 2018




This agreement shall be governed by and construed in accordance with the laws of the State of Missouri.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first written above.


WASTE MANAGEMENT  
OF MISSOURI

By:   
Patrick Bannon

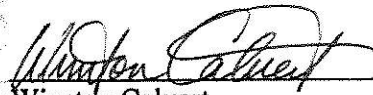
CITY OF ST. LOUIS

By:   
Darlene Green, Comptroller

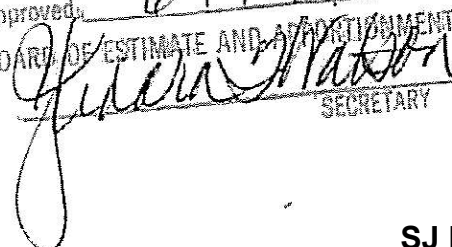
Attest:

 DEPUTY REGISTER  
Parrie L. May, City Register

Approved as to legal form:

By:   
Winston Calvert  
City Counselor

COMPTROLLER'S OFFICE  
DOCUMENT NUMBER 68773

Approved: 6-17-15  
  
BOARD OF ESTIMATE AND APPOINTMENT  
SECRETARY



# CERTIFICATE OF LIABILITY INSURANCE

1/1/2016

DATE (MM/DD/YYYY)

1/15/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LOCKTON COMPANIES 5847 SAN FELIPE, SUITE 320 HOUSTON TX 77057 866-260-3538	CONTACT NAME: PHONE (A/C, No, Ext):		FAX (A/C, No):
	E-MAIL ADDRESS:		
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A : ACE American Insurance Company	22667
		INSURER B : Indemnity Insurance Co of North America	43575
		INSURER C : ACE Property & Casualty Insurance Co	20699
		INSURER D : ACE Fire Underwriters Insurance Company	20702
		INSURER E :	
		INSURER F :	

COVERAGES MOSTLOU CERTIFICATE NUMBER: 13308582 REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU INCLUDED <input checked="" type="checkbox"/> ISO FORM CG00010413 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y	Y	HDO G27341251	1/1/2015	1/1/2016	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 6,000,000 PRODUCTS - COMP/OP AGG \$ 6,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> MCS-90 <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	MMT H08830472	1/1/2015	1/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	Y	Y	XOO G2742305A	1/1/2015	1/1/2016	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$ XXXXXXXX
B A D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	Y N/A	WLR C4814181A (AOS) WLR C48141821 (CA & MA) SCF C48141833 (WT)	1/1/2015 1/1/2015 1/1/2015	1/1/2016 1/1/2016 1/1/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 3,000,000 E.L. DISEASE - EA EMPLOYEE \$ 3,000,000 E.L. DISEASE - POLICY LIMIT \$ 3,000,000
A	EXCESS AUTO LIABILITY	Y	Y	XSA H08830460	1/1/2015	1/1/2016	COMBINED SINGLE LIMIT \$9,000,000 (EACH ACCIDENT)

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

BLANKET WAIVER OF SUBROGATION IS GRANTED IN FAVOR OF CERTIFICATE HOLDER ON ALL POLICIES WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT WHERE PERMISSIBLE BY LAW. CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED (EXCEPT FOR WORKERS' COMP/EL) WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT. ADDITIONAL INSURED IN FAVOR OF THE CITY OF ST. LOUIS ON ALL POLICIES (EXCEPT WORKERS' COMPENSATION/EL) WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT. THE INSURANCE AFFORDED TO THE ADDITIONAL INSURED AS DESCRIBED IN THIS CERTIFICATE OF INSURANCE FOR WORK PERFORMED BY THE NAMED INSURED IS PRIMARY AND NON-CONTRIBUTORY TO ANY SIMILAR COVERAGE MAINTAINED BY THE ADDITIONAL INSURED WHERE AND TO THE EXTENT REQUIRED BY CONTRACT.

## CERTIFICATE HOLDER

13308582

ST LOUIS GATEWAY TRANSPORTATION CTR  
430 S 15TH ST  
ST. LOUIS MO 63103

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

**EXHIBIT \_\_\_\_\_**

STATE OF \_\_\_\_\_ )  
 )SS.  
COUNTY OF \_\_\_\_\_ )

**AFFIDAVIT**

Before me, the undersigned Notary Public, personally appeared  
\_\_\_\_\_ (**Name**) who, by me being duly sworn, deposed as follows:

My name is \_\_\_\_\_ (**Name**), I am of sound mind, capable of  
making this Affidavit, and personally acquainted with the facts herein stated:

I am the \_\_\_\_\_ (**Position/Title**) of \_\_\_\_\_. (**Contractor**)

I have the legal authority to make the following assertions:

1. \_\_\_\_\_ (**Contractor**) is currently enrolled in and actively  
participates in a federal work authorization program with respect to the  
employees working in connection with this Agreement, as required pursuant to  
Sections 285.525 through 285.555 of the Revised Statutes of Missouri 2000, as  
amended.
2. Pursuant to Sections 285.525 through 285.555 of the Revised Statutes of Missouri  
2000, as amended, \_\_\_\_\_ (**Contractor**) does not knowingly  
employ any person who is an unauthorized alien in connection with this  
Agreement.

\_\_\_\_\_  
Affiant

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my  
official seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires:

**To:** Bannon, Patrick[pbannon@wm.com]  
**Cc:** James Garavaglia[GaravagliaJ@stlouis-mo.gov]  
**From:** Jones, Robin[jonesr@stlouis-mo.gov]  
**Sent:** Tue 5/26/2015 12:54:43 PM (UTC-05:00)  
**Subject:** Contract Requirement  
[Affidavit - E-Verify.doc](#)

Good afternoon Pat,

Please complete the attached affidavit, sign and return it to me by email (scan) or US Postal Mail- whichever is convenient for you.

We have the contract documents ready for you to sign pending approval from the City of Louis' Board of Estimate and Apportionment.

The new contract will take affect July 1, 2015.

If you have any questions or require further information, please feel free to contact me.

Thank you.

Robin S. Jones  
Comptroller's Office  
G.T.C. Manager  
430 S. 15th Street  
St. Louis, MO 63103  
(314) 612-1430 Office  
(314) 612-1440 Fax

This agreement shall be governed by and construed in accordance with the laws of the State of Missouri.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first written above.

WASTE MANAGEMENT  
OF MISSOURI

CITY OF ST. LOUIS

By: \_\_\_\_\_  
Patrick O'Bannon

By: \_\_\_\_\_  
Darlene Green, Comptroller

Attest:

Approved as to legal form:

\_\_\_\_\_  
Parrie L. May, City Register

By: \_\_\_\_\_  
Winston Calvert  
City Counselor

Approved: 6-17-15  
BOARD OF ESTIMATE AND APPOINTMENT  
Hidara Watson  
SECRETARY

**To:** Bannon, Patrick[pbannon@wm.com]  
**From:** Jones, Robin[jonesr@stlouis-mo.gov]  
**Sent:** Mon 6/29/2015 3:03:30 PM (UTC-05:00)  
**Subject:** Fwd: WASTE MANAGEMENT  
[2850\\_001.pdf](#)

Thanks Pat.

Mail to me :  
City of St. Louis  
St. Louis Gateway Transportation Center  
430 S. 15th Street  
St. Louis, MO 63103

Mail to Jim:

City of St. Louis  
Comptroller's Office  
Attn: James Garavaglia, Asset Manager  
1520 Market Street  
St. Louis, MO 63103

----- Forwarded message -----

From: Garavaglia, James <garavagliaj@stlouis-mo.gov>  
Date: Mon, Jun 29, 2015 at 10:15 AM  
Subject: WASTE MANAGEMENT  
To: Robin Jones <JonesR@stlouis-mo.gov>

Thank You !

James M. Garavaglia, Asset Manager  
Comptroller's Office , Room 3005  
1520 Market St  
St. Louis Mo. 63110  
314-657-3410

--

Robin S. Jones  
Comptroller's Office  
G.T.C. Manager  
430 S. 15th Street  
St. Louis, MO 63103  
(314) 612-1430 Office  
(314) 612-1440 Fax



**To:** Bannon, Patrick[pbannon@wm.com]  
**From:** Jones, Robin[jonesr@stlouis-mo.gov]  
**Sent:** Mon 6/29/2015 4:50:12 PM (UTC-05:00)  
**Subject:** Re: FW: WASTE MANAGEMENT

I'll fix it when I receive it. Sorry about that.

Thanks.

On Mon, Jun 29, 2015 at 3:20 PM, Bannon, Patrick <pbannon@wm.com> wrote:

> Robin,  
>  
> I noticed there is a spelling error on my last name. It has it as O'Bannon, but it's just Bannon. Would I be clear to white the "O" out, and sign?  
>  
> Pat  
>  
> Pat Bannon  
> Inside Account Manager  
> pbannon@wm.com  
>  
> Waste Management  
> 720 E. Butterfield Rd  
> Lombard, IL 60148  
> Phone (630) 652-9623  
> Fax (866) 215-8845  
>  
> Ask me about adding recycling, paperless billing, and disposing of fluorescent light bulbs.  
>  
>

> -----Original Message-----  
> From: Jones, Robin [mailto:jonesr@stlouis-mo.gov]  
> Sent: Monday, June 29, 2015 3:04 PM  
> To: Bannon, Patrick  
> Subject: Fwd: WASTE MANAGEMENT  
>  
> Thanks Pat.  
>  
> Mail to me :  
> City of St. Louis  
> St. Louis Gateway Trransportation Center  
> 430 S. 15th Street  
> St. Louis, MO 63103  
>  
>  
> Mail to Jim:  
>  
> City of St. Louis  
> Comptroller's Office  
> Attn: James Garavaglia, Asset Manager  
> 1520 Market Street  
> St. Louis, MO 63103  
>  
>  
> ----- Forwarded message -----  
> From: Garavaglia, James <garavagliaj@stlouis-mo.gov>  
> Date: Mon, Jun 29, 2015 at 10:15 AM

> Subject: WASTE MANAGEMENT  
> To: Robin Jones <JonesR@stlouis-mo.gov>  
>  
>  
> Thank You !  
>  
>  
>  
>  
>  
>  
> James M. Garavaglia, Asset Manager  
> Comptroller's Office , Room 3005  
> 1520 Market St  
> St. Louis Mo. 63110  
> 314-657-3410  
>  
>  
> --  
> Robin S. Jones  
> Comptroller's Office  
> G.T.C. Manager  
> 430 S. 15th Street  
> St. Louis, MO 63103  
> (314) 612-1430 Office  
> (314) 612-1440 Fax  
>  
> -----  
> Recycling is a good thing. Please recycle any printed emails.

--  
Robin S. Jones  
Comptroller's Office  
G.T.C. Manager  
430 S. 15th Street  
St. Louis, MO 63103  
(314) 612-1430 Office  
(314) 612-1440 Fax

**To:** Bannon, Patrick[pbannon@wm.com]  
**From:** Jones, Robin[jonesr@stlouis-mo.gov]  
**Sent:** Tue 3/1/2016 2:22:36 PM (UTC-06:00)  
**Subject:** Fwd: WM 100-185123 ST LOUIS GATEWAY TRANSPRTN CTR

Good afternnon Patrick,

Could you please assist me with understanding my inquiry below. I cannot get a direct, sensible answer from the representative that I have been corresponding with and rather than continue to go in circles with the person I decided to contact you in hopes of resolving this matter and getting the invoices paid in a timely fashion to avoid late fees and/or finance charges - I'm not sure if there is a difference between the two and I was simply asking for clarification.

Thank you.

----- Forwarded message -----

From: Jones, Robin <jonesr@stlouis-mo.gov>  
Date: Tue, Mar 1, 2016 at 2:19 PM  
Subject: Re: WM 100-185123 ST LOUIS GATEWAY TRANSPRTN CTR  
To: WM Collections North 4 <WMCollectionsNorth4@wm.com>

The tone and tenor of your responses are not professional. The use of an exclamation point is not professional. It illustrates strong feelings or shouting and that is not appropriate in professional communication.

I'm displeased with the manner in which you have responded to me and your use of an exclamation point confirms that you are being short and unwilling to properly answer my inquiry. It is a simple question, yet you have expressed frustration and boderline rudeness in your replies all while not answering my inquiry which is the exact reason I suggested a phone call.

You still have not properly answered my inquiry. I will contact my Contract Representative to attempt to have my questions answered and resolve this billing matter.

Have a great day and thank you for your time.

On Tue, Mar 1, 2016 at 2:08 PM, WM Collections North 4 <WMCollectionsNorth4@wm.com> wrote:  
> You are billed late fees on the principal amount if not paid within 30 days . We say Thank you as closing of the email as this is also a professional office  
>  
> -----Original Message-----  
> From: Jones, Robin [mailto:jonesr@stlouis-mo.gov]  
> Sent: Tuesday, March 01, 2016 12:56 PM  
> To: WM Collections North 4  
> Subject: Re: WM 100-185123 ST LOUIS GATEWAY TRANSPRTN CTR  
>  
> Are you stating that a late fee is different from a finance charge?

> I'm trying to understand this correctly. If the invoice isn't paid on time, there is a late fee, I understand that. For every month (or whatever the time frame) that the invoice remains unpaid there is a finance charge in additon to the late fee? That is what I need to have clarified.

>

> Also, this is a professional business matter so I do not understand the end of your response where you wrote - Thank you!

>

> I would like to resolve this matter as quickly as possible and make sure that we are not paying any amount above and beyond the contractual amount.

>

> Thank you.

>

> On Fri, Feb 26, 2016 at 12:16 PM, WM Collections North 4 <WMCollectionsNorth4@wm.com> wrote:

>> The late charge is based off the past due balance. There isn't just one late fee charged for October, every month the invoice goes without getting paid means another finance charge. I attached the January and February invoices on separate PDF forms. Thank you!

>>

>> -----Original Message-----

>> From: Jones, Robin [mailto:jonesr@stlouis-mo.gov]

>> Sent: Friday, February 26, 2016 10:49 AM

>> To: WM Collections North 4

>> Subject: Re: WM 100-185123 ST LOUIS GATEWAY TRANSPRTN CTR

>>

>> Am I undstanding this correctl, your system charges at late fee on a late fee?

>>

>> Will you be able to reissue the January and February invoices separately?

>>

>> Thank you.

>>

>> On Fri, Feb 26, 2016 at 11:43 AM, WM Collections North 4 <WMCollectionsNorth4@wm.com> wrote:

>>> Robin,

>>> The late charges are due to the October invoice being past 30 days. As long as there is a past due invoice the system will include a finance charge on each invoice. In the meantime, I will note your account in regards to the Oct invoice. Thank you!

>>>

>>> -----Original Message-----

>>> From: Jones, Robin [mailto:jonesr@stlouis-mo.gov]

>>> Sent: Friday, February 26, 2016 10:06 AM

>>> To: WM Collections North 4

>>> Subject: Re: WM 100-185123 ST LOUIS GATEWAY TRANSPRTN CTR

>>>

>>> Apparently the check for October's payment was never received. I have requested that a stop payment be placed on that check. That process should be finalized by now.

>>>

>>> Once the accountant verifies that the stop payment was successful, we can reissue the payment.

>>>

>>> As for January and February invoices, I need to request revised invoices for each month.

>>>

>>> Our monthly rate is \$340.00 and I'm not sure why February's invoice is \$348.50. In fact, we have continously received invoices with late fees and additional charges that are not included in our contract.

>>>

>>> I do understand that if payment has not been received within 30 days, a late fee applies, however the late fee is billed in advance.

>>>

>>> If it would be more helpful to discuss this matter, please give me a call.

>>>

>>> Thank you.



>>>  
>>>  
>>>  
>>> --  
>>> Robin S. Jones  
>>> Comptroller's Office  
>>> G.T.C. Manager  
>>> 430 S. 15th Street  
>>> St. Louis, MO 63103  
>>> (314) 612-1430 Office  
>>> (314) 612-1440 Fax  
>>>

>>  
>>  
>>  
>> --  
>> Robin S. Jones  
>> Comptroller's Office  
>> G.T.C. Manager  
>> 430 S. 15th Street  
>> St. Louis, MO 63103  
>> (314) 612-1430 Office  
>> (314) 612-1440 Fax  
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> Robin S. Jones  
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--  
Robin S. Jones  
Comptroller's Office  
G.T.C. Manager  
430 S. 15th Street  
St. Louis, MO 63103  
(314) 612-1430 Office  
(314) 612-1440 Fax

--  
Robin S. Jones  
Comptroller's Office  
G.T.C. Manager  
430 S. 15th Street  
St. Louis, MO 63103  
(314) 612-1430 Office



**To:** Edwards, Sandra[sedward9@wm.com]  
**From:** Crawford, Lynn[crawfordl@stlouis-mo.gov]  
**Sent:** Fri 8/2/2019 4:10:44 PM (UTC-05:00)  
**Subject:** [EXTERNAL] Re: Waste Management Contact

Thank you,  
Lynn

On Fri, Aug 2, 2019 at 4:03 PM Edwards, Sandra <[sedward9@wm.com](mailto:sedward9@wm.com)> wrote:

Thank you for your call today. I will get that pricing to next week.

Thank you,

Sandy Edwards

Account Manager - MO Valley

**Waste Management**

Cell - 314-365-3239

[Sedward9@wm.com](mailto:Sedward9@wm.com)

**Cust Svc - 800 989 2783**

---

**Recycling is a good thing. Please recycle any printed emails.**

--

**Lynn Crawford**,CPPB/Deputy Supply Commissioner  
City of St. Louis  
1200 Market Street, Room 324  
St. Louis, MO 63103  
314-622-4716  
314-622-4141 fax



**To:** Edwards, Sandra[sedward9@wm.com]  
**From:** Crawford, Lynn[crawfordl@stlouis-mo.gov]  
**Sent:** Thur 8/8/2019 5:38:21 PM (UTC-05:00)  
**Subject:** [EXTERNAL] Re: Waste Management Contact

Sandra, just following up on pricing. Please advise.  
Thank you,

Lynn

On Fri, Aug 2, 2019 at 4:03 PM Edwards, Sandra <[sedward9@wm.com](mailto:sedward9@wm.com)> wrote:

Thank you for your call today. I will get that pricing to next week.

Thank you,

Sandy Edwards  
Account Manager - MO Valley  
**Waste Management**  
Cell - 314-365-3239  
[Sedward9@wm.com](mailto:Sedward9@wm.com)  
  
**Cust Svc - 800 989 2783**

---

**Recycling is a good thing. Please recycle any printed emails.**

--  
**Lynn Crawford**,CPPB/Deputy Supply Commissioner  
City of St. Louis  
1200 Market Street, Room 324  
St. Louis, MO 63103  
314-622-4716  
314-622-4141 fax

**To:** Edwards, Sandra[sedward9@wm.com]  
**Cc:** Judy Armstrong[ArmstrongJU@stlouis-mo.gov]  
**From:** Crawford, Lynn[crawfordl@stlouis-mo.gov]  
**Sent:** Thur 8/15/2019 4:37:45 PM (UTC-05:00)  
**Subject:** [EXTERNAL] Fwd: Waste Management Contact

I am still waiting for pricing information for trash collection services for the City of St. Louis. Please let me know if Waste Management will or will not provide these services for us through the State of Mo contract. Your prompt response would be appreciated.

Thank you,

Lynn

----- Forwarded message -----

From: **Crawford, Lynn** <[crawfordl@stlouis-mo.gov](mailto:crawfordl@stlouis-mo.gov)>  
Date: Thu, Aug 8, 2019 at 5:38 PM  
Subject: Re: Waste Management Contact  
To: Edwards, Sandra <[sedward9@wm.com](mailto:sedward9@wm.com)>

Sandra, just following up on pricing. Please advise.  
Thank you,

Lynn

On Fri, Aug 2, 2019 at 4:03 PM Edwards, Sandra <[sedward9@wm.com](mailto:sedward9@wm.com)> wrote:

Thank you for your call today. I will get that pricing to next week.

Thank you,

Sandy Edwards

Account Manager - MO Valley

**Waste Management**

Cell - 314-365-3239

[Sedward9@wm.com](mailto:Sedward9@wm.com)

**Cust Svc - 800 989 2783**

---

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**SJ Exhibit 18-196**

**Lynn Crawford**,CPPB/Deputy Supply Commissioner  
City of St. Louis  
1200 Market Street, Room 324  
St. Louis, MO 63103  
314-622-4716  
314-622-4141 fax

--

**Lynn Crawford**,CPPB/Deputy Supply Commissioner  
City of St. Louis  
1200 Market Street, Room 324  
St. Louis, MO 63103  
314-622-4716  
314-622-4141 fax

**To:** Edwards, Sandra[Sedward9@wm.com]  
**Cc:** Judy Armstrong[ArmstrongJU@stlouis-mo.gov]  
**From:** Crawford, Lynn[crawfordl@stlouis-mo.gov]  
**Sent:** Mon 9/9/2019 4:21:30 PM (UTC-05:00)  
**Subject:** [EXTERNAL] Waste Management Contract - City of St. Louis Gateway Transportation Center

Sandra, we spoke a short while ago about entering into a trash collection contract with Waste Management per the State of Missouri Contract. At the time you let me know that there was a contract already in place. However, it has come to our attention that the contract entered into was invalid and has to be rebid. See explanation below:

The City of St. Louis has to rebid this contract. James Garavaglia, was not an authorized signature.

Instead of going out for bid, we have decided that it would be in our best interest to enter into an agreement per the State Contract which is where you come in. I would like to return to the initial request I made to you to see if Waste Management would be willing to enter into an agreement via the State Contract. If so, please provide pricing asap so that we can proceed with setting up the contract. Also, please note that you would have to provide the City with a Certificate of Insurance and obtain a valid business license and register for our tax rolls.

A prompt response would be appreciated. Again, the contract we spoke of before is invalid and needs to be replaced.

Thank you and please feel free to contact me to discuss the details.

--

**Lynn Crawford**,CPPB/Deputy Supply Commissioner  
City of St. Louis  
1200 Market Street, Room 324  
St. Louis, MO 63103  
314-622-4716  
314-622-4141 fax\*-

**To:** crawfordl@stlouis-mo.gov[crawfordl@stlouis-mo.gov]  
**From:** Edwards, Sandra["/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=516B16FF704E40B8956FA30E346AE2EF-SEDWARD9"]  
**Sent:** Fri 8/2/2019 4:03:53 PM (UTC-05:00)  
**Subject:** Waste Management Contact

Thank you for your call today. I will get that pricing to next week.

Thank you,

Sandy Edwards  
Account Manager - MO Valley  
**Waste Management**  
Cell - 314-365-3239  
Sedward9@wm.com

**Cust Svc - 800 989 2783**



Waste Management of Missouri, Inc.  
700 E Butlerfield Rd 4th FL  
Lombard, IL, 60148-8006  
(800) 796-8888

WM Agreement #  
Customer Acct #  
Acct. Name  
Salesperson  
Effective Date  
Last API Date

S0008787019  
100-186123  
ST LOUIS GATEWAY  
TRANSPRTN CTR  
Dena Rossi  
8/1/2017  
06/22/2012

## Service Agreement Non-Hazardous Waste Service Summary

### Service Information

Name **ST LOUIS GATEWAY  
TRANSPRTN CTR** Contact **ROBIN S JONES**  
Address **430 S 15TH ST** Telephone # **3148121430**  
City/State/Zip **SAINT LOUIS, MO  
63103-2807** Fax #  
County/Parish **SAINT LOUIS CITY** Email **jonesr@stlouis-city.com**

### Customer Comments:

### Service Description & Recurring Rates

Quantity	Equipment	Material/Stream	Frequency	Base Rate
2	4 Yard PCL	MSW Commercial	6x Per Week	\$ 340.00
				Fuel & Environmental/ROR \$ 0.00

Current rate for Extra Pickup (per Lift): \$ 180.00

Customer's Waste Materials not to exceed an average weight of lbs/yard.  
Initial One Time Service Charges\*

### As Needed Services\*

The above listed Charges are for recurring services only. Charges for all additional services will be at current rates at the time of service. These include but are not limited to: extra pickups, container removal, overages and contamination. Contact Waste Management for a full list of such additional services and current prices.

\*Fuel Surcharge, Environmental Charge, and Regulatory Cost Recovery ("RCR") Charge apply to all other Charges whether or not listed on this summary; any amounts shown above are estimated, and actual amounts will be calculated at the time of invoicing based on a percentage of the Charges. Information about these charges can be found at [www.wm.com/811help](http://www.wm.com/811help). State & Local taxes, and/or fees and a Recycle Material Offset, if applicable, will also be added to the Charges. An Administrative Charge per invoice will be assessed and can be removed by enrolling in paperless statements and automated payments.

Contract Term for monthly rate services is for 3 year(s) from the Effective Date ('Initial Term') and it shall automatically renew thereafter for additional terms of 36 months ('Renewal Term') unless terminated as set forth herein.

The individual signing this agreement on behalf of customer acknowledges that he/she has read and accepts the terms and conditions of this agreement which accompany this service summary sheet and that he/she has the authority to sign on behalf of the customer.

*James M. Garavaglia*  
Customer Signature

JAMES M. GARAVAGLIA  
Printed Name

DEPUTY COMPTROLLER  
Title

5-22-17  
Date

*Dena Rossi*  
Company Waste Management of Missouri, Inc.

Dena Rossi  
Printed Name

Waste Management Sales Rep.  
Title

5/25/17  
Date

Terms and Conditions on following page(s)

**To:** Crawford, Lynn[crawfordl@stlouis-mo.gov]  
**From:** Edwards, Sandra["/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=516B16FF704E40B8956FA30E346AE2EF-SEDWARD9"]  
**Sent:** Wed 8/21/2019 10:23:42 AM (UTC-05:00)  
**Subject:** RE: [EXTERNAL] Fwd: Waste Management Contact  
[St Louis Gateway Transportation.pdf](#)

**From:** Crawford, Lynn <crawfordl@stlouis-mo.gov>  
**Sent:** Thursday, August 15, 2019 4:38 PM  
**To:** Edwards, Sandra <sedward9@wm.com>  
**Cc:** Judy Armstrong <ArmstrongJU@stlouis-mo.gov>  
**Subject:** [EXTERNAL] Fwd: Waste Management Contact

I am still waiting for pricing information for trash collection services for the City of St. Louis. Please let me know if Waste Management will or will not provide these services for us through the State of Mo contract. Your prompt response would be appreciated.

Thank you,

Lynn

----- Forwarded message -----

From: **Crawford, Lynn** <[crawfordl@stlouis-mo.gov](mailto:crawfordl@stlouis-mo.gov)>  
Date: Thu, Aug 8, 2019 at 5:38 PM  
Subject: Re: Waste Management Contact  
To: Edwards, Sandra <[sedward9@wm.com](mailto:sedward9@wm.com)>

Sandra, just following up on pricing. Please advise.

Thank you,

Lynn

On Fri, Aug 2, 2019 at 4:03 PM Edwards, Sandra <[sedward9@wm.com](mailto:sedward9@wm.com)> wrote:  
Thank you for your call today. I will get that pricing to next week.

Thank you,

Sandy Edwards  
Account Manager - MO Valley  
**Waste Management**  
Cell - 314-365-3239  
[Sedward9@wm.com](mailto:Sedward9@wm.com)

**Cust Svc - 800 989 2783**

---

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--

**Lynn Crawford**,CPPB/Deputy Supply Commissioner  
City of St. Louis  
1200 Market Street, Room 324

**SJ Exhibit 18-201**

St. Louis, MO 63103

314-622-4716

314-622-4141 fax

--

**Lynn Crawford**,CPPB/Deputy Supply Commissioner

City of St. Louis

1200 Market Street, Room 324

St. Louis, MO 63103

314-622-4716

314-622-4141 fax





Waste Management of Missouri, Inc.  
700 E Butlerfield Rd 4th FL  
Lombard, IL, 60148-8006  
(800) 796-8888

WM Agreement #  
Customer Acct #  
Acct. Name  
Salesperson  
Effective Date  
Last API Date

S0008787019  
100-186123  
ST LOUIS GATEWAY  
TRANSPRTN CTR  
Dena Rossi  
8/1/2017  
06/22/2012

## Service Agreement Non-Hazardous Waste Service Summary

### Service Information

Name **ST LOUIS GATEWAY  
TRANSPRTN CTR** Contact **ROBIN S JONES**  
Address **430 S 15TH ST** Telephone # **3148121430**  
City/State/Zip **SAINT LOUIS, MO  
63103-2807** Fax #  
County/Parish **SAINT LOUIS CITY** Email **jonesr@stlouiscity.com**

### Customer Comments:

### Service Description & Recurring Rates

Quantity	Equipment	Material/Stream	Frequency	Base Rate
2	4 Yard PCL	MSW Commercial	6x Per Week	\$ 340.00
				Fuel & Environmental/ROR \$ 0.00

Current rate for Extra Pickup (per Lift): \$ 180.00

Customer's Waste Materials not to exceed an average weight of lbs/yard.  
Initial One Time Service Charges\*

### As Needed Services\*

The above listed Charges are for recurring services only. Charges for all additional services will be at current rates at the time of service. These include but are not limited to: extra pickups, container removal, overages and contamination. Contact Waste Management for a full list of such additional services and current prices.

\*Fuel Surcharge, Environmental Charge, and Regulatory Cost Recovery ("RCR") Charge apply to all other Charges whether or not listed on this summary; any amounts shown above are estimated, and actual amounts will be calculated at the time of invoicing based on a percentage of the Charges. Information about these charges can be found at [www.wm.com/811help](http://www.wm.com/811help). State & Local taxes, and/or fees and a Recycle Material Offset, if applicable, will also be added to the Charges. An Administrative Charge per invoice will be assessed and can be removed by enrolling in paperless statements and automated payments.

Contract Term for monthly rate services is for 3 year(s) from the Effective Date ('Initial Term') and it shall automatically renew thereafter for additional terms of 36 months ('Renewal Term') unless terminated as set forth herein.

The individual signing this agreement on behalf of customer acknowledges that he/she has read and accepts the terms and conditions of this agreement which accompany this service summary sheet and that he/she has the authority to sign on behalf of the customer.

*James M. Garavaglia*  
Customer Signature

JAMES M. GARAVAGLIA  
Printed Name

DEPUTY COMPTROLLER  
Title

5-22-17  
Date

*Dena Rossi*  
Company Waste Management of Missouri, Inc.

Dena Rossi  
Printed Name

Waste Management Sales Rep.  
Title

5/25/17  
Date

Terms and Conditions on following page(s)

**To:** armstrongju@stlouis-mo.gov[armstrongju@stlouis-mo.gov]  
**From:** Spirovski, Tony["/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=39CCC5F949184CE89D114F5C91D603D2-TSPIROVS"]  
**Sent:** Tue 7/23/2019 2:05:27 PM (UTC-05:00)  
**Subject:** Waste Management Service Agreement  
[StLouis Gateway Transport Center.pdf](#)  
[ST LOUIS GATEWAY TRANSPRTN CTR 3-36.PDF](#)

Judy,

I have attached a copy of the current Service Agreement on file that runs through 06/01/2020. The signed copy was scanned so it is a bit blurry. I have also attached a blank copy for you to refer to if need be.

Thank you

**Tony Spirovski**

Account Manager

[tspirovs@wm.com](mailto:tspirovs@wm.com)

**Waste Management**

700 E Butterfield Rd

4th Floor

Lombard, IL 60148

Inside IL Tel 800 796 9696

Outside IL Tel 800 989 2783

Fax 866 613 5718

PLEASE SUBMIT 2 COPIES

COMPTROLLER'S OFFICE  
TAX VERIFICATION FORM

DATE July 24, 2019

TO: COLLECTOR OF REVENUE  
ROOM 410, CITY HALL

LICENSE COLLECTOR  
ROOM 104, CITY HALL

FROM: DEPARTMENT Comptroller's Office

ROOM NO./BUILDING 1520 Market - Room 3005 TELEPHONE NO./EXT. 314-657-3409

CITY CONTACT PERSON (PLEASE PRINT) Judy L. Armstrong

CONTRACT INFORMATION

BUSINESS NAME Waste Management of Missouri, INC

OCCUPATION/PROFESSION Waste Removal Company

BUSINESS ADDRESS 700 E Butterfield Rd CITY Lombard STATE IL ZIP 60148

F.I.D./S.S.N. 43-0992367 TELEPHONE NO. 314-506-4700

TYPE OF CONTRACT ☐ SALES ☒ SERVICES ☐ BOTH

TYPE OF PRODUCT OR SERVICE \_\_\_\_\_

IF SERVICE RENDERED, PERFORMANCE WILL BE ☒ INSIDE CITY LIMITS ☐ OUTSIDE CITY LIMITS

DOES VENDOR DELIVER PRODUCT OR MAKE SALES/SERVICE CALLS IN THE CITY? ☒ YES ☐ NO

COLLECTOR OF REVENUE ROOM 410, CITY HALL

Date Received 7-25-19

TAX DELINQUENCIES

☐ Earnings Tax Withholding \_\_\_\_\_ Year \_\_\_\_\_ Quarter \_\_\_\_\_

☐ Annual E-234 \_\_\_\_\_ Year \_\_\_\_\_

☐ Payroll Expense Tax \_\_\_\_\_ Year \_\_\_\_\_ Quarter \_\_\_\_\_

☐ Reconciliation Report (W-3 Form) \_\_\_\_\_ Year \_\_\_\_\_

☐ Personal Property Tax \_\_\_\_\_ Year \_\_\_\_\_

☐ Not on current Earnings Tax Rolls

☐ Not on current Personal Property Tax Rolls

☒ APPROVED Date 7/25/19 By [Signature]

☐ REJECTED Date \_\_\_\_\_ By \_\_\_\_\_

LICENSE COLLECTOR ROOM 104, CITY HALL

Date Received 7/25/19

	PAID	EXEMPT	DELINQUENT	NEEDS LICENSE
Manufacturer's Tax				
Business License				<input checked="" type="checkbox"/>
Other				

Remarks Need a copy of  
workmen's comp can fax  
it in to the office 622-3275

APPROVED BY \_\_\_\_\_ (Please Sign)

REJECTED BY Ashley [Signature] (Please Sign)

Date 7/25/19

PLEASE SUBMIT 2 COPIES

CONTRACT AMENDMENT BETWEEN  
CITY OF ST. LOUIS AND WASTE MANAGEMENT OF MISSOURI, INC

This contract amendment is entered into by and between the City of St. Louis and Waste Management of Missouri, INC for the purpose of removing waste from the Gateway Transportation Center at 430 S. 15<sup>th</sup> Street, St. Louis, Missouri 63103. The original contract is Comptroller's document number 68773.

This contract is being amended to extend the term. This extension will be from July 1, 2019 thru October 31, 2019.

All other terms and conditions of the Contract shall remain the same.

CITY OF ST. LOUIS

VENDOR

BY: \_\_\_\_\_  
Darlene Green, Comptroller

BY: \_\_\_\_\_  
Waste Management of Missouri INC

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Dionne Flowers, City Register

\_\_\_\_\_  
Date

\_\_\_\_\_  
Julian Bush, City Counselor

\_\_\_\_\_  
Date

Approved: 07/17/2019  
BOARD OF ESTIMATE AND APPORTIONMENT  
Stephani M. Green  
SECRETARY

**To:** Spirovski, Tony[tspirovs@wm.com]  
**From:** Armstrong, Judy[armstrongju@stlouis-mo.gov]  
**Sent:** Thur 7/25/2019 5:33:06 PM (UTC-05:00)  
**Subject:** [EXTERNAL] Re: Waste Management Service Agreement  
[WM 2019 signature page.pdf](#)

Good evening Tony,

The City of St. Louis has to rebid this contract. James Garavaglia, was not an authorized signature. I have started the process by getting approved for an emergency extension of four months from July 1, 2019 - October 31, 2019. For the amendment of the extension I had to have a tax clearance form from the Collector of Revenue and the License Collector. The License Collector rejected stating that they need a copy of workman's comp. It can be faxed into the office at 314-622-3275.

Also I have a signature page that I need to get signed by an authorized representative of Waste Management. As soon as I have both of these, I can move forward. Please let me know when you have faxed the workman's comp and who to contact for a signature. See attached copies, but I have to have my original signed for the signature page.

Let me know if you have any questions.

Thanks,  
Judy

**Judy L Armstrong | Executive Assistant II**  
Comptroller's Office | Appointing Authority  
1520 Market St. Rm. 3005, St. Louis, MO 63103  
314-657-3409 Office | 314-612-1690 Fax | 314-420-3906 Cell  
[armstrongju@stlouis-mo.gov](mailto:armstrongju@stlouis-mo.gov) | <http://stlouis-mo.gov/>

On Tue, Jul 23, 2019 at 2:05 PM Spirovski, Tony <[tspirovs@wm.com](mailto:tspirovs@wm.com)> wrote:

Judy,

I have attached a copy of the current Service Agreement on file that runs through 06/01/2020. The signed copy was scanned so it is a bit blurry. I have also attached a blank copy for you to refer to if need be.

Thank you

**Tony Spirovski**

Account Manager

**SJ Exhibit 18-207**

[tspirovs@wm.com](mailto:tspirovs@wm.com)

**Waste Management**

700 E Butterfield Rd

4th Floor

Lombard, IL 60148

Inside IL Tel 800 796 9696

Outside IL Tel 800 989 2783

Fax 866 613 5718

---

**Recycling is a good thing. Please recycle any printed emails.**



## CONTRACT FOR SOLID WASTE COLLECTION AND DISPOSAL SERVICE

This Contract (hereinafter "Contract") is entered into this 1<sup>ST</sup> Day of July, 2015, by and between the City of St. Louis and Waste Management of Missouri, Inc. (hereinafter "Contractor") for Waste Collection and Disposal at the City owned St. Louis Gateway Transportation Center.

- I. TERM. The term of this Contract shall commence on July 1, 2015, and terminate on June 30, 2017, except the City has the right to terminate this Contract, with or without cause, and without penalty, damages, or loss of revenue of Contractor upon thirty (30) days written notice to Contractor. However, should all building tenants vacate or should the City relinquish ownership of all facilities and buildings remaining on this Contract, the City may terminate this Contract upon five (5) days written notice to Contractor.

This Contract shall also be terminated in accordance with the provisions of Section XXXII. hereinafter.

The City reserves the right to extend this contract for three (3) additional one-year periods for a maximum contract term not to exceed five (5) years total. In the event such extension(s) is (are) implemented by the City, the applicable rates set forth in the attached Exhibit "A" shall be subject to adjustment annually to recognize mutually agreed upon changes in costs, but said adjustment shall not result in a rate increase exceeding (3%) per year. Rate adjustment(s) shall apply only to extensions(s) of the Contract and shall not apply to the initial contract term (as stated above) even if for a period exceeding one year. Annual rate adjustment is not mandatory and the Contract may be extended without increasing rates with the consent of the Contractor.

## II. INSURANCE AND INDEMNIFICATION:

### A. INSURANCE.

The Contractor shall take out and maintain during the life of this Contract adequate Commercial General Liability Insurance in the amounts specified to protect the City of St. Louis, the Contractor, and any subcontractor performing work covered by this Contract from all claims for damages for personal injury including accidental death as well as from claims for property damages which may arise from operations under this Contract whether such operation be by himself, or by a subcontractor, or by anyone directly or indirectly employed by either of them. The City of St. Louis shall be named as additional insured. The Contractor shall take out and maintain adequate Auto Liability Insurance in the amounts specified for its owned, non-owned, and hired vehicles of every type and description which are used in the contract work. The Contractor shall carry Worker's Compensation Insurance on all contracts whereunder such coverage is required and in the amount specified. The Contractor shall furnish the City of St. Louis with Certificates of Insurance showing such coverages. Upon request, the Contractor shall promptly furnish the City with a complete copy of these policies.

Insurance afforded by the Contractor shall be primary insurance and non-contributory.

**Certificates attesting to the coverage as called for in this contract, and naming the City of St. Louis as additional insured, shall be filed with the City of St. Louis, St. Louis Gateway Transportation Center, 430 S. 15<sup>th</sup> Street, St. Louis, Missouri 63103, to the attention of the Operations Supervisor prior to the commencement of services.**

The following insurance coverage is required by this Contract:

**Worker's Compensation Insurance in the amount as required by the Statutes of the State of Missouri, Commercial General Liability Insurance, and Automobile Liability Insurance the limits of which shall not be less than the following:**

1. Commercial General Liability:

Bodily Injury & Property Damage	
Each Occurrence	\$1,000,000.00
General Aggregate	\$2,000,000.00

2. Automobile Liability:

Bodily Injury & Property Damage	
Combined Single Limit	
(each accident)	\$1,000,000.00

The minimum limits as set forth above shall not be construed to limit the liability of the contractor. In addition, all certificates shall contain the statement: "The insurance covered by this certificate will not be canceled or altered except after thirty days' written notice sent by Certified Mail, return receipt requested, has been received by the City. "

Any insurance provider issuing said certificate of insurance must be authorized to transact business in the State of Missouri.

**B. INDEMNIFICATION.**

The Contractor shall defend, indemnify, and hold harmless the City, its officials, and employees, from any and all loss, damages, costs, expenses, claims, and causes of action (collectively, "Loss") which may be imposed upon or asserted against City, its officials, or employees where such Loss is caused or incurred, or alleged to be caused or incurred, in whole or in part as a result of the negligence or other actionable fault of Contractor, employees, subcontractors, or affiliates. This indemnity shall apply notwithstanding the joint, concurrent, contributory, or comparative fault or negligence of the City or any third party. Nothing in this section shall be deemed to impose liability of Contractor to indemnify City when the City's negligence or other actionable fault is the sole cause of Loss.

Contractor further agrees to defend, indemnify and hold harmless the City, its officials, agents, and employees against all claims, liens, demands, or suits which may be asserted by any subcontractor, supplier, agent, or employee of Contractor relating to the work pursuant to this Contract.



In the event full indemnity pursuant to this section is unenforceable under any law, Contract and City shall bear any Loss in proportion to their respective fault.

- III. GENERAL. The Contractor shall provide trained, qualified, experienced, dependable workers and helpers who are under a qualified supervisor and the materials, supplies, and equipment necessary to perform in a safe, efficient and satisfactory manner.

IV. SCOPE OF WORK.

The contractor shall furnish all necessary supervision, labor, tools, equipment and materials needed to provide solid waste collection service to the City. This service shall consist of supplying two four (4) yard waste containers on site to the City and removing and hauling away all waste from the containers at intervals specified by the City. The containers shall remain the property of the Contractor. Charges listed on attached Exhibit "A" include rental of the compactor and associated equipment to the City between waste collections and the per haul or per collection charge to the City which shall apply each time waste is collected emptying the containers and hauled away. Service is to be provided in or at the following City owned and/or operated buildings or facilities:

St. Louis Gateway Transportation Center, 430 S. 15<sup>th</sup> Street, St. Louis, Missouri 63103

The City may delete service locations and/or reduce collection frequencies during the contract term by advising the contractor of such deletion(s) and/or reduction(s). Locations may be added by the mutual agreement of both parties at similar rates as those indicated on attached Exhibit "A".

All services shall be scheduled in advance with the City Representative.

No further charges shall apply beyond the Contract expiration or termination date. Partial month rental at the beginning and/or the end of the Contract shall be billed to the City on a pro-rate basis. Final waste collection shall occur on the Contract expiration or termination day such that compactor, associated equipment and all property owned by Contractor is removed from the premises at no additional cost to the City.

- V. HOURS OF WORK. This Contract shall provide for work preferably during the hours from 8:00 a.m. to 5:00 p.m. Monday thru Saturday. It is the intent of the City that work shall be accomplished during those hours.

It is understood and agreed that all work required hereunder is to be performed during the preferred working hours specified above. If the Contractor elects to perform any of the work required hereunder outside the preferred hours, any added cost shall be at the expense of the Contractor.

- VI. The Contractor shall submit an invoice following each calendar month in which service was completed as requested and/or approved by the City. Invoices are due to the City by the 5th of each calendar month for the work performed the preceding calendar month. Invoices received

late will not be processed until the following monthly billing cycle. Any invoice not with the correct documentation will be returned for proper submission on the following billing cycle. Each invoice shall itemize each facility serviced and the associated cost in accordance with attached Exhibit "A", which is incorporated by reference as if fully set forth herein, including the date(s) work was performed. No charges of any kind shall apply other than those specified on attached Exhibit "A". Invoices must not contain any terms, provisions, or conditions, which are in addition to or in conflict with the Contract Documents. Further, all purchases and charges pursuant to this Contract are tax exempt. Therefore, no tax is to be passed through or billed to the City or included within fixed lump sum charges in any manner, whatsoever.

- VII. The Contractor is responsible, unless specifically noted otherwise, for securing all necessary permits and paying all associated fees.
- VIII. In addition to this Contract, the Contract Documents which are incorporated by reference as if fully set forth herein shall include the entire bid package for this Contract including, without limitation, the Information for Bidders, the Bid Documents with associated forms and attachments, any Addenda issued thereto, and the entire bid with associated forms and attachments submitted by Contractor.
- IX. This Contractor shall not be permitted to produce or make material substitutions unless pre-approved by the City and as allowed by the Contract Documents. Substitutions will not be considered unless the substitution has some economic or schedule benefit in writing.
- X. The Contractor shall be responsible for, and shall provide any and all means of hoisting as required for the execution of the work pursuant to this Contract.
- XI. The Contractor shall clean up the work area(s) on daily basis (including broom sweeping) so as all parties can benefit from a neat, clean, safe work place. The Contractor shall provide means to properly dispose of material off-site.
- XII. All work must be safety executed in strict compliance with City's safety policies, as well as all OSHA, VOSHA, etc., rules and regulations. This Contractor shall conduct their own safety program with regular inspections and provide the City with copies of same. Likewise, the City will conduct regular and random safety inspections of the Contractor's work as it deems appropriate. Should the Contractor be in violation of any requirement, he will be issued a safety violation.
- XXIII. The Contractor must be licensed to do business in the City of St. Louis and be current on all City taxes.
- XXIV. AUDIT. The City or its authorized or designated representative reserves the right to audit the books and records of Contractor and all payees (it is agreed and understood that payees shall include any and all parties to whom Contractor tenders payment, has tendered payment, or agrees or is required to tender payment in order to fulfill the requirements set forth in the Contract Documents herein) for the purpose of evaluation and verification of Contractor's compliance with the terms, covenants, conditions, and requirements of the Contract Documents. If as a result of such audit(s), it is established that the Contractor has overcharged the City, in any manner

whatsoever, the Contractor shall reimburse the City such overcharges not later than thirty (30) days following completion of said audit and receipt of written notice from the City Representative. Should such overcharge(s), as determined by the audit, exceed of one-half of one percent (0.5%) of total billings for the preceding three hundred sixty-five (365) day period prior to commencement of such audit, the cost of the audit shall be borne by the Contractor. The City or its authorized or designated representative may conduct such audits or inspections throughout the term of this Contract and for a period of three years following the City's tendering of final payment to Contractor or longer if required by law. Contractor agrees to retain all books and records as set forth herein at least through said three year or longer period. It is further agreed that this Section shall survive the expiration or early termination of this Contract.

XXV. TERMINATION. If Contractor should be judged as bankrupt, or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of Contractor's insolvency, or if Contractor should persistently or repeatedly refuse or fail to supply enough properly skilled workers or proper materials or if Contractor should fail to make prompt payment to its employees or to its subcontractors or persistently disregard instructions of the City of St. Louis or fail to observe or perform the provisions of the Contract, or otherwise be guilty of a substantial violation of any provision of the contract, then the City of St. Louis may, by at least five (5) days prior written notice to the Contractor, without prejudice to any other rights or remedies of the City of St. Louis, terminate this agreement. In such event, the City of St. Louis may take over and prosecute the work to completion, by contract or otherwise, and the Contractor shall be liable to the City of St. Louis for any excess cost occasioned the City of St. Louis thereby; and in any such case the City of St. Louis may take possession of and utilize in completing the work such materials, and equipment as may be on site of the work and necessary thereof. The foregoing provisions are in addition to, and not in limitation of the rights of the City of St. Louis of the City of St. Louis under any other provisions of the contract.

XXVI. PAYMENTS AND NOTICES.

PAYMENTS. The Contractor shall submit all itemized bills and invoices in detail in accordance with Section VI hereinabove. Invoices not in accordance with the requirements of Section VI will not be processed for payment. Invoices must be submitted in a format acceptable to the City. All invoices / requests for payment must be directed to:

City of St. Louis  
St. Louis Gateway Transportation Center  
Attn: Robin Jones  
430 S. 15<sup>th</sup> Street  
St. Louis, Missouri 63103

All payments under this Contract are subject to the City's Charter, ordinance authority, and fiscal appropriation.

NOTICES. All correspondence between the Contractor and the City should be directed to:

For the City:

City of St. Louis  
St. Louis Gateway Transportation Center

Attn: Robin Jones  
430 S. 15<sup>th</sup> Street  
St. Louis, Missouri 63103

For the Contractor: Patrick Bannon  
Waste Management of Missouri, Inc.  
700 E. Butterfield Rd – 4<sup>th</sup> Floor  
Lombard, IL 60148

XXXIV. PREVAILING WAGE AND FRINGE BENEFITS. The Contractor shall pay to all employees and subcontractor's employees not less than the prevailing hourly rate of wages and fringe benefits as determined by the United States Secretary of Labor, or his authorized representative, in accordance with prevailing rates in the locality of the metropolitan St. Louis area pursuant to 41 U.S.C. et seq., as amended except for any person engaged in an executive, administrative, or professional capacity. This section is further in accordance with and is subject to City of St. Louis Ordinance No. 62124.

XXXV. Pursuant to the Missouri Excessive Unemployment Law, only Missouri laborers and laborers from nonrestrictive states are allowed by law to be employed on Missouri's public works projects when the unemployment rate exceeds 5% for two consecutive months. (See Sections 290.550 through 290.580 RSMo.) For questions regarding this law call (573) 751-3403 Extension 0.

The law applies to workers, not the contracting company. Iowa and Illinois are restrictive states.

In compliance with this law, the Contractor shall ensure that all workers employed by Contractor or any subcontractor that are assigned to do work pursuant to this contract are Missouri residents or residents of a nonrestrictive state when the unemployment rate for Missouri exceeds 5% for two consecutive months.

XXXVI. The Contractor shall comply with all federal, state, and local laws, codes, regulations, the City's Charter and ordinances, as well as rules and regulations established by the City of St. Louis.

XXXVII. It is understood and agreed by and between the City and Contractor that this Contract shall be deemed and constructed to be entered into and to be performed in the City of St. Louis, State of Missouri, and it is further understood and agreed by and between the parties hereto that the laws of the State of Missouri, and the City's Charter and Ordinances as they may be amended from time to time shall govern the rights, obligations, duties, and liabilities of the parties to this Contract and also govern the interpretation of this Contract.

XXXVIII. This is the entire Contract and no amendment or modification shall be made unless in writing and duly executed by the parties hereto.

XXXIX. Neither City nor Contractor shall be deemed in violation of this Contract if it is prevented from performing any of the obligations hereunder by reason of strikes, boycotts, labor disputes, embargoes, shortage of material, acts of God, acts of the public enemy, act of superior governmental authority, weather conditions, riots, rebellion or sabotage, or any other circumstances for which it is not responsible and for which are not within its control.

- XL. The City and the Contractor hereby agree that all of the terms, covenants, conditions, and requirements set forth herein and/or incorporated herein shall be binding upon the parties hereto and their successors and assigns, but the Contractor shall not assign this Contract or any payment becoming due thereunder without the prior written consent of the President of the City of St. Louis. The original document of such assignment shall be filed with the Comptroller of the City of St. Louis.

*<remainder of page left intentionally blank>*

**EXHIBIT "A"**

**CITY OF ST. LOUIS  
CITY OF ST. LOUIS**

**SOLID WASTE COLLECTION AND DISPOSAL SERVICE**

Rates for Solid Waste Collection and Disposal service are as follows:

**Service Location:**

St. Louis Gateway Transportation Center, 430 S. 15<sup>th</sup> Street, St. Louis, Missouri 63103

Monthly Rental Charge for two four cubic yard container including six collections per week occurring Monday through Saturday which completely empty the container:

\$340.00 per Month

Above Rates and charges are fixed lump sum amounts and hereby include all salary related expenses, including, without limitation, travel and fuel costs/reimbursement, all general and administrative overhead, and profit. No other mark-ups or surcharges shall apply to these rates. Further, no other fees or charges not shown on this page shall apply for service as set forth in the Contract Documents (i.e. no fuel surcharges shall apply, no inactivity charges shall apply should service be suspended, no charges shall apply if the contractor arrives and departs the facility without emptying the container.)

EXHIBIT \_\_\_\_\_

STATE OF Illinois )  
 )SS.  
COUNTY OF DuPage )

AFFIDAVIT

Before me, the undersigned Notary Public, personally appeared  
Pat Bannon (Name) who, by me being duly sworn, deposed as follows:

My name is Pat Bannon (Name), I am of sound mind, capable of making this Affidavit, and personally acquainted with the facts herein stated:

I am the Account Manager (Position/Title) of Waste Management of Missouri, INC (Contractor)

I have the legal authority to make the following assertions:

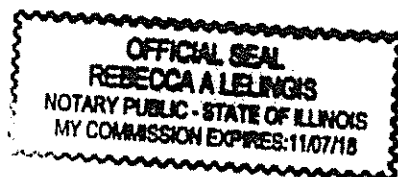
1. Waste Management of Missouri, INC (Contractor) is currently enrolled in and actively participates in a federal work authorization program with respect to the employees working in connection with this Agreement, as required pursuant to Sections 285.525 through 285.555 of the Revised Statutes of Missouri 2000, as amended.
2. Pursuant to Sections 285.525 through 285.555 of the Revised Statutes of Missouri 2000, as amended, Waste Management of Missouri, INC (Contractor) does not knowingly employ any person who is an unauthorized alien in connection with this Agreement.

Pat Bannon  
Affiant

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this 25<sup>th</sup> day of June, 2015.

Rebecca A. Lelings  
Notary Public

My Commission Expires: November 7, 2018




This agreement shall be governed by and construed in accordance with the laws of the State of Missouri.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first written above.

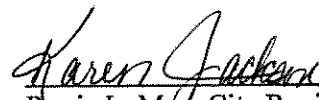
WASTE MANAGEMENT  
OF MISSOURI

By:   
Patrick Bannon

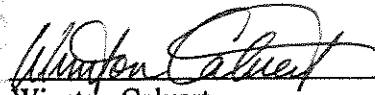
CITY OF ST. LOUIS

By:   
Darlene Green, Comptroller

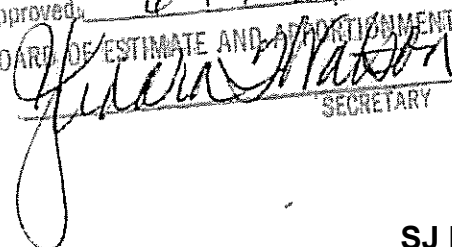
Attest:

 DEPUTY REGISTER  
Parrie L. May, City Register

Approved as to legal form:

By:   
Winston Calvert  
City Counselor

COMPTROLLER'S OFFICE  
DOCUMENT NUMBER 68773

Approved: 6-17-15  
  
BOARD OF ESTIMATE AND APPORTIONMENT  
SECRETARY





Waste Management of Missouri, Inc.  
700 E Butlerfield Rd 4th FL  
Lombard, IL, 60148-8006  
(800) 796-8888

WM Agreement #  
Customer Acct #  
Acct. Name  
Salesperson  
Effective Date  
Last API Date

S0008787019  
100-186123  
ST LOUIS GATEWAY  
TRANSPRTN CTR  
Dena Rossi  
8/1/2017  
06/22/2012

## Service Agreement

### Non-Hazardous Waste Service Summary

#### Service Information

Name **ST LOUIS GATEWAY  
TRANSPRTN CTR** Contact **ROBIN S JONES**  
Address **430 S 15TH ST** Telephone # **3148121430**  
City/State/Zip **SAINT LOUIS, MO  
63103-2807** Fax #  
County/Parish **SAINT LOUIS CITY** Email **jonesr@stlouis-city.com**

#### Customer Comments:

#### Service Description & Recurring Rates

Quantity	Equipment	Material Stream	Frequency	Base Rate	
2	4-Yard PCL	MSW Commercial	6x Per Week	Fuel & Environmental/ROR	\$ 340.00
					\$ 0.00

Current rate for Extra Pickup (per Lift): \$-180.00

Customer's Waste Materials not to exceed an average weight of lbs/yard.  
Initial One Time Service Charges\*

#### As Needed Services\*

The above listed Charges are for recurring services only. Charges for all additional services will be at current rates at the time of service. These include but are not limited to: extra pickups, container removal, overages and contamination. Contact Waste Management for a full list of such additional services and current prices.

\*Fuel Surcharge, Environmental Charge, and Regulatory Cost Recovery ("RCR") Charge apply to all other Charges whether or not listed on this summary; any amounts shown above are estimated, and actual amounts will be calculated at the time of invoicing based on a percentage of the Charges. Information about these charges can be found at [www.wm.com/billhelp](http://www.wm.com/billhelp). State & Local taxes, and/or fees and a Recycle Material Offset, if applicable, will also be added to the Charges. An Administrative Charge per invoice will be assessed and can be removed by enrolling in paperless statements and automated payments.

Contract Term for monthly rate services is for 3 year(s) from the Effective Date ('Initial Term') and it shall automatically renew thereafter for additional terms of 36 months ('Renewal Term') unless terminated as set forth herein.

The individual signing this agreement on behalf of customer acknowledges that he/she has read and accepts the terms and conditions of this agreement which accompany this service summary sheet and that he/she has the authority to sign on behalf of the customer.

*James M. Garavaglia*  
Customer Signature

JAMES M. GARAVAGLIA  
Printed Name

DEPUTY COMPTROLLER  
Title

5-22-17  
Date

*Dena Rossi*  
Company Waste Management of Missouri, Inc.

Dena Rossi  
Printed Name

Waste Management Sales Rep.  
Title

5/25/17  
Date

Terms and Conditions on following page(s)